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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re: : Chapter 11

THE ROMAN CATHOLIC DIOCESE OF : Case No. 20-12345 (SCC) ROCKVILLE CENTRE, NEW YORK, 1 :

Debtor.

APPLICATION OF DEBTOR FOR AUTHORIZATION TO RETAIN AND EMPLOY EPIQ CORPORATE RESTRUCTURING, LLC AS CLAIMS AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE

The above-captioned debtor and debtor-in-possession (the "Debtor") in these proceedings hereby move (this "Application" or the "Section 156(c) Application") this Court for entry of an order, substantially in the form attached hereto as Exhibit A (the "Order"), granting the relief described below. In support thereof, the Debtor refers to the contemporaneously-filed the Declaration of Charles Moore, Managing Director of Alvarez & Marsal North America, LLC, Proposed Restructuring Advisor to the Roman Catholic Diocese of Rockville Centre, New York, in

The Debtor in this chapter 11 case is The Roman Catholic Diocese of Rockville Centre, New York, the last four digits of its federal tax identification number are 7437, and its mailing address is 50 North Park Avenue P.O. Box 9023, Rockville Centre, NY 11571-9023.

Support of Chapter 11 Petition and First Day Pleadings (the "Moore Declaration") and further represents as follows:

Jurisdiction and Venue

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue for this matter is proper in this district pursuant to 28 U.S.C. §§ 1408 and 1409.

Background

- 2. On October 1, 2020 (the "<u>Petition Date</u>"), the Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code. The Debtor continues to operate and pursue its religious, non-profit mission and ministry, and manage its properties and affairs as a debtor in possession under sections 1107(a) and 1108 of the Bankruptcy Code. No trustee or examiner has been appointed in this case, and no statutory committee has been appointed.
- 3. The Debtor is the seat of the Roman Catholic Church on Long Island. The State of New York established the Debtor as a religious corporation in 1958. *See* 1958 N.Y. SESS. LAWS Ch. 70 (1958), § 1. The Debtor is one of eight Catholic dioceses in New York and is the eighth-largest diocese in the United States when measured by the number of baptized Catholics. The Debtor's total Catholic population is approximately 1.4 million, which constitutes roughly half of Long Island's total population of 3.0 million. Pursuit of the Debtor's mission depends upon the continuing financial support provided by the faithful in anticipation of, and in mutual support of, the Debtor's religious and charitable mission.
- 4. To carry out its Catholic mission, the Debtor works closely with its 135 parishes. Parishes play a central role in the lives of Catholics by administering key aspects of the Catholic Faith, including: baptism, education, communion, Mass, confirmation, marriage, and bereavement, including last rites, funeral services and grief support. None of the parishes are

debtors herein. In addition, the Debtor supports separate charitable organizations to further its pursuit of the Catholic mission to serve the poor, the hungry, those in need, and those that cannot help themselves. None of those entities are debtors herein. The Debtor is also continuing its outreach to comfort, educate, and enlighten the faithful, especially in these times of quarantine and isolation due to COVID-19 protocols and precautions.

- 5. Following the enactment in 2019 of the Child Victims Act (the "CVA"), which revived what had been time-barred claims, approximately 200 lawsuits have been brought by abuse claimants against the Debtor. In its effort to fairly and equitably address this tragic legacy, the Debtor has undertaken a substantial effort to identify and marshal over 60 years of insurance policies, including both primary and excess coverage, with the goal of securing a valuable resource of the Debtor, its parishes, and its affiliates, so that it can be used for the care and compensation of abuse survivors. The Debtor has made such insurance policies and related information, together with historical financial information for itself and its charitable, educational, and service affiliates, available to counsel for the abuse claimants and the Debtor's insurers.
- 6. Additional information regarding the Debtor, its mission and operations, and the events and circumstances preceding the Petition Date is set forth in the Moore Declaration.

Relief Requested

7. By this Application, pursuant to 28 U.S.C. § 156(c), sections 503(b)(1)(A) and 105(a) of the Bankruptcy Code, and Rule 5075-1 of the Local Bankruptcy Rules for the Southern District of New York (the "Local Rules"), the Debtor requests entry of an order, substantially in the form attached hereto, appointing Epiq Corporate Restructuring, LLC ("Epiq") as claims and noticing agent ("Claims and Noticing Agent") in order to assume full responsibility for the distribution of notices and the maintenance, processing, and docketing of proofs of claim filed in the Debtor's chapter 11 case, effective *nunc pro tunc* to the Petition Date. The Debtor's

Employment of Claims and Noticing Agents under 28 U.S.C. § 156(c) (the "Claims Agent Protocol"), in that the Debtor has obtained and reviewed engagement proposals from at least two (2) other court-approved claims and noticing agents to ensure selection through a competitive process. Moreover, the Debtor submits, based on all engagement proposals obtained and reviewed, that Epiq's rates are competitive and reasonable given Epiq's quality of services and expertise.

- 8. The terms of Epiq's retention are set forth in that certain Standard Services Agreement dated September 8, 2020, between debtor and Epiq, annexed to the Order as **Exhibit 1** (the "**Services Agreement**"); provided, however, that the Debtor is seeking approval solely of the terms and provisions as set forth in this Application and the Order.
- 9. The Debtor anticipates that there will be in excess of 500 entities to be noticed. In view of the number of anticipated notice parties and claimants, and the complexity of the Debtor's business, the Debtor submits that the appointment of a claims and noticing agent is both necessary and in the best interests of both the Debtor's estate and its creditors. By appointing Epiq as the Claims and Noticing Agent in this chapter 11 case, the distribution of notices and the processing of claims will be expedited, and the Office of the Clerk of the Bankruptcy Court (the "Clerk" and the "Clerk's Office") will be relieved of the administrative burden of processing what may be an overwhelming number of claims.
- 10. In support of this Section 156(c) Application, the Debtor relies upon and incorporates by reference the *Declaration of Kathryn Tran in Support of Application of Debtor for Authorization to Retain and Employ Epiq Corporate Restructuring, LLC as Claims and Noticing Agent Nunc Pro Tunc to the Peition Date* (the "**Tran Declaration**"), annexed hereto as **Exhibit B**.

Epiq's Qualifications

Epiq is one of the country's leading chapter 11 administrators, with 11. experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has substantial experience in matters of this size and complexity, and has acted as the official notice and claims agent in many large bankruptcy cases pending in this District and other districts nationwide. See, e.g., In re Tops Holding II Corporation, et al., Case No. 18-22279 (RDD) (Bankr. S.D.N.Y. Feb. 26, 2018); In re Roust Corporation, Case No. 16-23786 (RDD) (Bankr. S.D.N.Y. Jan. 10, 2017); In re Atlas Resource Partners, L.P., Case No. 16-12149 (SHL) (Bankr. S.D.N.Y. Aug. 2, 2016); In re China Fishery Group Ltd., Case No. 16-11895 (JLG) (Bankr. S.D.N.Y. May 24, 2017); In re Nautilus Holdings Ltd., Case No. 14-22885 (RDD) (Bankr. S.D.N.Y. June 25, 2014); In re LHI Liquidation Co. (f/k/a Loehmann's Holdings Inc.), Case No. 13-14050 (MG) (Bankr. S.D.N.Y. Dec. 17, 2013); In re RDA Holding Co., Case No. 13-22233 (RDD) (Bankr. S.D.N.Y. Feb. 21, 2013); In re HMX Acquisition Corp., Case No. 12-14300 (MEW) (Bankr. S.D.N.Y. Oct. 23, 2012); In re K-V Discovery Solutions, Inc., Case No. 12-13346 (ALG) (Bankr. S.D.N.Y. Aug. 7, 2012); In re Dewey & LeBoeuf LLP, Case No. 12-12321 (MG) (Bankr. S.D.N.Y. May 29, 2012); In re Hawker Beechcraft, Inc., Case No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 4, 2012); In re Dynegy Holdings, LLC, Case No. 11-38111 (CGM) (Bankr. S.D.N.Y. Nov. 15, 2011); In re 4Kids Entm't, Inc., Case No. 11-11607 (SCC) (Bankr. S.D.N.Y. Apr. 8, 2011); In re Sbarro, Inc., Case No. 11-11527 (SCC) (Bankr. S.D.N.Y. Apr. 5, 2011); In re St. Vincent's Catholic Med. Ctrs. of N.Y., Case No. 10-11963 (CGM) (Bankr. S.D.N.Y. Apr. 16, 2010); In re Old Carco LLC (f/k/a Chrysler LLC), Case No. 09-50002 (SMB) (Bankr. S.D.N.Y. May 4, 2009); In re Mark IV Indus., Inc., Case No. 09-12795 (SMB) (Bankr. S.D.N.Y. May 5, 2009); In re Lyondell Chem. Co., Case No. 09-10023

(CGM) (Bankr. S.D.N.Y. Jan. 8, 2009); In re Lehman Bros. Holdings Inc., Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. Sept. 16, 2008); In re Frontier Airlines Holdings, Inc., Case No. 08-11298 (RDD) (Bankr. S.D.N.Y. May 2, 2008).

12. The Debtor submits that appointing Epiq as Claims and Noticing Agent in this chapter 11 case will provide the most cost-effective and efficient administrative service. The Debtor believes that based on Epiq's experience, reputation, and the reasonableness of its fees, Epiq is well qualified to serve as Claims and Noticing Agent and that such retention is in the best interests of the Debtor's estate and its creditors.

Scope of Services

- 13. This Section 156(c) Application pertains only to the work to be performed by Epiq under the Clerk's delegation of duties permitted by 28 U.S.C. § 156(c) and Local Rule 5075-1, and any work to be performed by Epiq outside of this scope is not covered by this Section 156(c) Application or by any Order granting approval hereof. Specifically, Epiq will perform the following tasks in its role as Claims and Noticing Agent (the "Claims and Noticing Services"), as well as all quality control relating thereto:
 - a. Prepare and serve required notices and documents in this chapter 11 case in accordance with the Bankruptcy Code and the Bankruptcy Rules in the form and manner directed by the Debtor and/or the Court, including (i) notice of the commencement of this chapter 11 case and the initial meeting of creditors under section 341(a) of the Bankruptcy Code, (ii) notice of any claims bar date, (iii) notices of transfers of claims, (iv) notices of objections to claims and objections to transfers of claims, (v) notices of any hearings on a disclosure statement and confirmation of the Debtor's plan or plans of reorganization, including under Bankruptcy Rule 3017(d), (vi) notice of the effective date of any plan, and (vii) all other notices, orders, pleadings, publications, and other documents as the Debtor or Court may deem necessary or appropriate for an orderly administration of this chapter 11 case;
 - b. Maintain an official copy of the Debtor's schedules of assets and liabilities and statement of financial affairs (collectively, the "**Schedules**"), listing the Debtor's known creditors and the amounts owed thereto;

- c. Maintain (i) a list of all potential creditors, equity holders, and other parties in interest and (ii) a "core" mailing list consisting of all parties described in Bankruptcy Rules 2002(i), (j), and (k) and those parties that have filed a notice of appearance pursuant to Bankruptcy Rule 9010; update and make such lists available upon request by a party in interest or the Clerk;
- d. Furnish a notice to all potential creditors of the last date for the filing of proofs of claim and a form for the filing of a proof of claim, after such notice and form are approved by this Court, and notify said potential creditors of the existence, amount, and classification of their respective claims as set forth in the Schedules, which may be effected by inclusion of such information (or the lack thereof, in cases where the Schedules indicate no debt due to the subject party) on a customized proof of claim form provided to potential creditors;
- e. Maintain a post office box or address for the purpose of receiving claims and returned mail, and process all mail received;
- f. For all notices, motions, orders, or other pleadings or documents served, prepare and file or cause to be filed with the Clerk an affidavit or certificate of service within seven (7) business days of service which includes (i) either a copy of the notice served or the docket number(s) and title(s) of the pleading(s) served, (ii) a list of persons to whom it was mailed (in alphabetical order) with their addresses, (iii) the manner of service, and (iv) the date served;
- g. Process all proofs of claim received, including those received by the Clerk's Office, and check said processing for accuracy; maintain the original proofs of claim in a secure area;
- h. Maintain an electronic filing platform for purposes of filing proofs of claim;
- i. Maintain the official claims register for the Debtor (the "Claims Register") on behalf of the Clerk on a case specific website; upon the Clerk's request, provide the Clerk with a certified, duplicate unofficial Claims Register; and specify in the Claims Register the following information for each claim docketed: (i) the claim number assigned, (ii) the date received, (iii) the name and address of the claimant and agent, if applicable, who filed the claim, (iv) the amount asserted, (v) the asserted classification(s) of the claim (e.g., secured, unsecured, priority, etc.), (vi) the applicable Debtor, and (vii) any disposition of the claim;
- j. Provide public access to the Claims Register, including complete proofs of claim with attachments, if any, without charge;
- k. Implement necessary security measures to ensure the completeness and integrity of the Claims Register and the safekeeping of the original claims;

- 1. Record all transfers of claims and provide any notices of such transfers as required by Bankruptcy Rule 3001(e);
- m. Relocate, by messenger or overnight delivery, all of the court-filed proofs of claim to the offices of the Claims and Noticing Agent, not less than weekly;
- n. Upon completion of the docketing process for all claims received to date for each case, turn over to the Clerk copies of the Claims Register for the Clerk's review (upon the Clerk's request);
- o. Monitor the Court's docket for all notices of appearance, address changes, and claims-related pleadings and orders filed and make necessary notations on and/or changes to the Claims Register;
- p. Assist in the dissemination of information to the public and respond to requests for administrative information regarding the case as directed by the Debtor or the Court, including through the use of a case website and/or call center;
- q. If this chapter 11 case is converted to chapter 7, contact the Clerk's Office within three (3) days of the notice to Epiq of entry of the order converting the cases;
- r. Thirty (30) days prior to the close of this chapter 11 case, to the extent practicable, request that the Debtor submit to the Court a proposed order dismissing Epiq as Claims and Noticing Agent and terminating its services upon completion of its duties and responsibilities and upon the closing of these cases;
- s. Within seven (7) days of notice to Epiq of entry of an order closing this chapter 11 case, provide to the Court the final version of the Claims Register as of the date immediately before the close of the chapter 11 case; and
- t. At the close of this chapter 11 case, box and transport all original documents, in proper format, as provided by the Clerk's Office, to (i) the Federal Archives Record Administration, located at Central Plains Region, 200 Space Center Drive, Lee's Summit, MO 64064 or (ii) any other location requested by the Clerk's Office.

Professional Compensation

14. The Debtor respectfully requests that the undisputed fees and expenses incurred by Epiq in the performance of the Claims and Noticing Services be treated as administrative expenses of the Debtor's chapter 11 estate pursuant to 28 U.S.C. § 156(c) and

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section 503(b)(1)(A) of the Bankruptcy Code and be paid in the ordinary course of business without further application to, or order of, the Court. Epiq agrees to maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and to serve monthly invoices on the Debtor, the office of the United States Trustee, counsel for the Debtor, counsel for any official committee, if any, monitoring the expenses of the Debtor, and any party in interest who specifically requests service of the monthly invoices. If any dispute arises relating to the Services Agreement or monthly invoices, the parties shall meet and confer in an attempt to resolve the dispute; if resolution is not achieved, the parties may seek resolution of the matter from the Court.

- 15. As part of the overall compensation payable to Epiq under the terms of the Services Agreement, the Debtor has agreed to certain indemnification obligations. The Services Agreement provides that the Debtor will indemnify, defend, and hold Epiq, its affiliates, parents, and each such entity's officers, members, directors, agents, representatives, managers, consultants, and employees harmless under certain circumstances specified in the Services Agreement, except in circumstances resulting solely from Epiq's gross negligence or willful misconduct or as otherwise provided in the Services Agreement. Both the Debtor and Epiq believe that such provisions are customary, reasonable, and necessary to retain the services of a Claims and Noticing Agent in this chapter 11 case.
- 16. Epiq shall have absolute or qualified immunity, as applicable, to the maximum extent permitted by law, for all services provided herein. Additionally, no action shall commence against Epiq or its Agents by any party for any claim relating to Epiq's provision of services provided herein or any act or omission of Epiq without first obtaining leave of the Court to proceed with such an action

17. The Debtor has provided Epiq a retainer in the amount of \$25,000.

No Duplication of Services

18. The Debtor intends that Epiq's services will complement, and not duplicate, the services being rendered by other professionals retained in this chapter 11 case. Epiq understands that the Debtor has retained and may continue to retain professionals during the term of its engagement and will work cooperatively with such professionals to integrate the work conducted by the professionals on the Debtor's behalf.

Epiq's Disinterestedness

- 19. Although the Debtor does not propose to employ Epiq under section 327 of the Bankruptcy Code pursuant to this Application (because such retention will be sought by separate application), Epiq has nevertheless reviewed its electronic database to determine whether it has any relationships with the parties in interest identified by the Debtor. To the best of the Debtor's knowledge, information, and belief, and except as disclosed in the Tran Declaration, Epiq has represented that it neither holds nor represents any interest materially adverse to the Debtor's estates.
- 20. In connection with its retention as Claims and Noticing Agent, Epiq represents in the Tran Declaration, among other things, that:
 - a. Epiq is not a creditor of the Debtor;
 - b. Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims and Noticing Agent in this chapter 11 case;
 - c. By accepting employment in this chapter 11 case, Epiq waives any rights to receive compensation from the United States government in connection with the Debtor's chapter 11 case;
 - d. In its capacity as Claims and Noticing Agent in this chapter 11 case, Epiq will not be an agent of the United States and will not act on behalf of the United States;

- e. Epiq shall not employ any past or present employee of the Debtor in connection with its work as Claims and Noticing Agent in this chapter 11 case;
- f. Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code with respect to the matters upon which it is engaged;
- g. In its capacity as Claims and Noticing Agent, Epiq will not intentionally misrepresent any fact to any person;
- h. Epiq shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers;
- i. Epiq will comply with all requests of the Clerk's Office and the guidelines promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C. § 156(c); and
- j. None of the services provided by Epiq as Claims and Noticing Agent in this chapter 11 case shall be at the expense of the Clerk's Office.
- 21. Epiq will supplement its disclosure to the Court if any facts or circumstances are discovered that would require such additional disclosure.

Relief Requested Should Be Granted

22. Title 28 U.S.C. § 156(c), which governs the staffing and expenses of the Bankruptcy Court, authorizes the Court to use facilities other than those of the Clerk for the administration of chapter 11 cases, and provides as follows:

Any court may utilize facilities or services, either on or off the court's premises, which pertain to the provision of notices, dockets, calendars, and other administrative information to parties in cases filed under the provisions of title 11, United States Code, where the costs of such facilities or services are paid for out of the assets of the estate and are not charged to the United States.

28 U.S.C. § 156(c).

23. This Section 156(c) Application complies with the Claims Agent Protocol and conforms to the standard Section 156(c) Application in use in this Court. Specifically, the Debtor has solicited and reviewed engagement proposals from at least two (2) other Court-

approved claims and noticing agents to ensure selection through a competitive process. The Debtor submits that Epiq's rates are competitive and reasonable given Epiq's quality of services and expertise. The terms of Epiq's retention are set forth in the Services Agreement; <u>provided</u>, <u>however</u>, <u>that</u> to the extent there is any inconsistency between this Application, the Proposed Order, and the Services Agreement, the Proposed Order shall govern.

- 24. Although the Debtor has not yet filed their schedules of assets and liabilities, it anticipates that it will be required to provide notices to and serve documents on more than 500 entities. Local Rule 5075-1(b) provides that "[i]n a case in which the number of creditors and equity security holders, in the aggregate, is 250 or more, the estate shall retain, subject to approval of the Court, a claims and noticing agent in accordance with the [Claims Agent Protocol]." In view of the number of anticipated claimants and the complexity of this chapter 11 case, the Debtor submits that the appointment of a claims and noticing agent is required by Local Rule 5075-1(b) and otherwise is in the best interests of the Debtor's estate and its creditors.
- 25. The Court may also rely on its general equitable powers to grant the relief requested in this Application. Section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a).
- 26. The administration of this chapter 11 case will require Epiq to perform duties outside the scope of 28 U.S.C. § 156(c). The Debtor will seek, by separate application, authorization to retain and employ Epiq as administrative agent in this chapter 11 case pursuant to section 327(a) of the Bankruptcy Code.

Notice

27. The Debtor will provide notice of this Motion to: (a) the Office of the United States Trustee for Region 2; (b) the 35 law firms representing the largest number of holders

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of CVA claims against the Debtor; (c) the Internal Revenue Service; (d) the Office of the Attorney General for the State of New York; (e) the United States Attorney's Office for the Southern District of New York; and (f) any party that has requested notice pursuant to Bankruptcy Rule 2002. A copy of this Application and any order approving it will also be made available on the Debtor's Case Information Website located at https://dm.epiq11.com/RCDRockville. The Debtor submits that, in light of the nature of the relief requested, no other or further notice need be given.

No Previous Request

28. No previous request for the relief sought herein has been made by the Debtor to this or any other Court.

WHEREFORE the Debtor respectfully requests entry of an order granting the relief requested herein and such other and further relief as the Court may deem just and appropriate.

Dated: October 1, 2020 New York, New York Respectfully submitted,

/s/ Corinne Ball

Corinne Ball
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Proposed Counsel for the Debtor and Debtor-in-Possession

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Exhibit A

Order

UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re: : Chapter 11

THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, NEW YORK, 1

Case No. 20-12345 (SCC)

Debtor.

ORDER AUTHORIZING DEBTOR TO RETAIN
AND EMPLOY EPIQ CORPORATE RESTRUCTURING, LLC AS CLAIMS

AND NOTICING AGENT NUNC PRO TUNC TO THE PETITION DATE

Upon the application (the "Application")² of the Debtor, pursuant to 28 U.S.C. § 156(c), sections 503(b)(1)(A) and 105(a) of title 11 of the United States Code (the "Bankruptcy Code"), and Rule 5075-1 of the Local Bankruptcy Rules for the Southern District of New York for authority to retain and employ Epiq Corporate Restructuring, LLC ("Epiq") as claims and noticing agent ("Claims and Noticing Agent") for the Debtor *nunc pro tunc* to the date of commencement of this chapter 11 case in accordance with the terms and conditions set forth in that certain Standard Services Agreement dated as of September 8, 2020, by and between the Debtor and Epiq, a copy of which is annexed hereto as Exhibit 1, to, among other things, (i) distribute required notices to parties in interest, (ii) receive, maintain, docket, and otherwise administer the proofs of claim filed in the Debtor's chapter 11 case, and (iii) provide such other administrative services – as required by the Debtor – that would fall within the purview of services to be provided by the Office of the

The Debtor in this chapter 11 case is The Roman Catholic Diocese of Rockville Centre, New York, the last four digits of its federal tax identification number are 7437, and its mailing address is 50 North Park Avenue P.O. Box 9023, Rockville Centre, NY 11571-9023.

² Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

Clerk of the Bankruptcy Court (the "Clerk" and the "Clerk's Office"), all as more fully set forth in the Application; and upon the Declaration of Kathryn Tran submitted in support of the Application (the "Tran Declaration"); and the Debtor having estimated that there are in excess of 500 creditors in this chapter 11 case, many of which are expected to file proofs of claim, and it appearing that the receiving, docketing, and maintaining of proofs of claim would be unduly time consuming and burdensome for the Clerk; and the Court being authorized under 28 U.S.C. § 156(c) to utilize, at the Debtor's expense, outside agents and facilities to provide notices to parties in title 11 cases and to receive, docket, maintain, photocopy, and transmit proofs of claim; and the Court being satisfied that Epiq has the capability and experience to provide such services and that Epiq does not hold an interest adverse to the Debtor or the Debtor's estate respecting the matters upon which it is to be engaged; and the Court having jurisdiction to consider the Application and the relief requested therein pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference M-431, dated January 31, 2012 (Preska, C.J.); and consideration of the Application and the relief requested therein being a core proceeding under 28 U.S.C. § 157(b); and venue being proper before the Court pursuant to 28 U.S.C. §§ 1408 and 1409; and due and proper notice of the Application having been provided to the Notice Parties, and it appearing that no other or further notice need be provided; and the Court having reviewed the Application; and the Court having reviewed the Application and held a hearing to consider the relief requested in the Application on a final basis (the "Hearing"); and upon the Moore Declaration, filed contemporaneously with the Application, and the record of the Hearing; and the Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and the Court having determined that the relief granted herein is in the best interests

of the Debtor, its estate, creditors and all parties in interest; and upon all of the proceedings had before the Court and after due deliberation and sufficient cause appearing therefor;

IT IS HEREBY ORDERED THAT

- 1. The Application is granted to the extent set forth herein.
- 2. The Debtor is authorized to retain Epiq *nunc pro tunc* to the Petition Date as Claims and Noticing Agent under the terms of the Services Agreement, and Epiq is authorized and directed to perform noticing services and to receive, maintain, record, and otherwise administer the proofs of claim filed in this chapter 11 case, and all related tasks, all as described in the Application (the "Claims and Noticing Services").
- 3. Epiq shall serve as the custodian of court records for this chapter 11 case and shall be designated as the authorized repository for all proofs of claim filed in this chapter 11 case and is authorized and directed to maintain an official claims register for the Debtor, to provide public access to every proof of claim unless otherwise ordered by the Court, and to provide the Clerk with a certified duplicate thereof upon the request of the Clerk.
- 4. Epiq is authorized and directed to obtain a post office box or address for the receipt of proofs of claim for this chapter 11 case.
- 5. Epiq is authorized to take such other action to comply with all duties set forth in the Application.
- 6. The Debtor is authorized to compensate Epiq in accordance with the terms of the Services Agreement upon the receipt of reasonably detailed invoices setting forth the Claims and Noticing Services provided by Epiq and the rates charged for each, and to reimburse Epiq for all reasonable and necessary expenses it may incur, upon the presentation of appropriate

documentation, without the need for Epiq to file fee applications or otherwise seek Court approval for the compensation of its services and reimbursement of its expenses.

- 7. Epiq shall maintain records of all services showing dates, categories of services, fees charged, and expenses incurred, and shall serve monthly invoices on the Debtor, the office of the United States Trustee, counsel for the Debtor, counsel for any official committee, if any, monitoring the expenses of the Debtor, and any party in interest who specifically requests service of the monthly invoices.
- 8. The parties shall meet and confer in an attempt to resolve any dispute that may arise relating to the Services Agreement or monthly invoices, and the parties may seek resolution of the matter from the Court if resolution is not achieved.
- 9. Pursuant to section 503(b)(1)(A) of the Bankruptcy Code, the fees and expenses of Epiq under this Order shall be an administrative expense of the Debtor's estate.
- 10. Notwithstanding anything to the contrary in the Services Agreement, during this chapter 11 case, the limitation of liability contained in the Services Agreement shall be given no effect.
- 11. Epiq shall have absolute or qualified immunity, as applicable, to the maximum extent permitted by law, for all services provided herein. Additionally, no action shall commence against Epiq or its Agents by any party for any claim relating to Epiq's provision of services provided herein or any act or omission of Epiq without first obtaining leave of the Court to proceed with such an action.
- 12. The Debtor shall indemnify Epiq in accordance with the terms of the Services Agreement.

- 13. All requests by Epiq for the payment of indemnification as set forth in the Services Agreement shall be made by means of an application to the Court and shall be subject to review by the Court to ensure that payment of such indemnity conforms to the terms of the Services Agreement and is reasonable under the circumstances of the litigation or settlement in respect of which indemnity is sought; <u>provided</u>, <u>however</u>, <u>that</u> in no event shall Epiq be indemnified in the case of its own bad faith, self-dealing, breach of fiduciary duty (if any), gross negligence, or willful misconduct.
- 14. In the event that Epiq seeks reimbursement from the Debtor for attorneys' fees and expenses in connection with the payment of an indemnity claim pursuant to the Services Agreement, the invoices and supporting time records for the attorneys' fees and expenses shall be included in Epiq's own applications, both interim and final, but determined by this Court after notice and a hearing.
- 15. In the event Epiq is unable to provide the Claims and Noticing Services set out in this Order, Epiq will immediately notify the Clerk and Debtor's counsel and cause to have all original proofs of claim and computer information turned over to another claims and noticing agent with the advice and consent of the Clerk and Debtor's counsel.
- 16. The Debtor may submit a separate retention application, pursuant to section 327 of the Bankruptcy Code and/or any applicable law, for work that is to be performed by Epiq but is not specifically authorized by this Order.
- 17. Epiq shall not cease providing claims processing services during this chapter 11 case for any reason, including nonpayment, without an order of the Court.
- 18. The Debtor and Epiq are authorized to take all action necessary to effectuate the relief granted in this Order in accordance with the Application.

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19. Notwithstanding any term in the Services Agreement to the contrary, the Court shall retain jurisdiction to hear and determine all matters arising from or related to the implementation, interpretation, and/or enforcement of this Order.

20. In the event of any inconsistency between the Services Agreement, the Application, and this Order, this Order shall govern.

Dated:	:	, 2020	
	New York, New York		
			LINITED STATES BANKRUPTCY HIDGE

Exhibit 1

Services Agreement



EPIQ CORPORATE RESTRUCTURING

STANDARD SERVICES AGREEMENT

This Standard Services Agreement is being entered into by and between the undersigned parties, referred to herein as "Epiq" and "Client" as of the Effective Date, as defined below. In consideration of the premises herein contained and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

General Terms and Conditions

1. Services.

In accordance with the charges, terms and conditions contained in this agreement and in the schedule(s) attached hereto (collectively, the "<u>Agreement</u>"), Epiq agrees to furnish Client with the services set forth on the <u>Services Schedule</u> hereto (the "<u>Services</u>") in connection with a corporate restructuring. Services will be provided on an as needed basis and upon request or agreement of Client. Charges for the Services will be based on the pricing schedule provided to Client hereto (the "<u>Pricing Schedule</u>"). The Pricing Schedule sets forth individual unit pricing for each of the Services provided by Epiq and represents a bona fide proposal for that Service. Client may request separate Services or all of the Services reflected in the Pricing Schedule.

2. Term.

This Agreement shall become effective on the date of its acceptance by both Epiq and Client; provided, however, Epiq acknowledges that Bankruptcy Court approval of its engagement may be required in order for Epiq to be engaged in a chapter 11 proceeding. The Agreement shall remain in effect until terminated: (a) by Client, on thirty (30) days' prior written notice to Epiq and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq; or (b) by Epiq, on ninety (90) days' prior written notice to Client and, to the extent Epiq has been retained by Bankruptcy Court order, entry of an order of the Bankruptcy Court discharging Epiq.

3. Charges.

- 3.1 For the Services and materials furnished by Epiq under this Agreement, Client shall pay the fees, charges and costs set forth in the Pricing Schedule subject to any previously agreed upon discount if applicable. Epiq will bill Client monthly. All invoices shall be due and payable upon receipt.
- 3.2 Epiq reserves the right to make reasonable increases to the unit prices, charges and professional service rates reflected in the Pricing Schedule on an annual basis effective January 2, 2021. If such annual increases exceed 10% from the prior year's level, Epiq shall provide sixty (60) days' prior written notice to Client of such proposed increases.



- 3.3 Client agrees to pay Epiq for all materials necessary for performance of the Services under this Agreement (other than computer hardware and software) and any reasonable out of pocket expenses including, without limitation, transportation, long distance communications, printing, photocopying, fax, postage and related items.
- 3.4 Client shall pay or reimburse all taxes applicable to services performed under this Agreement and, specifically, taxes based on disbursements made on behalf of Client, notwithstanding how such taxes may be designated, levied or based. This provision is intended to include sales, use and excise taxes, among other taxes, but is not intended to include personal property taxes or taxes based on net income of Epiq.
- 3.5 Client shall pay to Epiq any actual charges (including fees, costs and expenses as set forth in the Pricing Schedule) related to, arising out of or resulting from any Client error or omission. Such charges may include, without limitation, print or copy re-runs, supplies, long distance phone calls, travel expenses and overtime expenses for work chargeable at the rates set forth on the Pricing Schedule.
- 3.6 In the event of termination pursuant to Section 2 hereof, Client shall be liable for all amounts then accrued and/or due and owing to Epiq under the Agreement.
- 3.7 To the extent permitted by applicable law, Epiq shall receive a retainer in the amount of \$25,000 (the "Retainer") that may be held by Epiq as security for Client's payment obligations under the Agreement. The Retainer is due upon execution of this Agreement. Epiq shall be entitled to hold the Retainer until the termination of the Agreement. Following termination of the Agreement, Epiq shall return to Client any amount of the Retainer that remains following application of the Retainer to the payment of unpaid invoices.

4. Confidentiality.

Client data provided to Epiq during the term of this Agreement in connection with the Services ("Client Data") shall be maintained confidentially by Epiq in the same manner and to the same level as Epiq safeguards data relating to its own business; provided, however, that if Client Data is publicly available, was already in Epiq's possession or known to it, was required to be disclosed by law, was independently developed by Epiq without use or reference to any Client Data, or was rightfully obtained by Epiq from a third party, Epiq shall bear no responsibility for public disclosure of such data. Client agrees that Epiq shall not be liable for damages or losses of any nature whatsoever arising out of the unauthorized acquisition or use of any Client Data or other Client materials provided to Epiq in the performance of this Agreement.



5. Title to Property.

Epiq reserves all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems and other information, including, without limitation, data processing programs, specifications, applications, processes, routines, sub-routines, procedural manuals and documentation furnished or developed by Epiq for itself or for use by Client (collectively, the "Property"). Charges paid by Client do not vest in Client any rights to the Property, it being expressly understood that the Property is made available to Client under this Agreement solely for Client's use during and in connection with each use of the Epiq equipment and services. Client agrees not to copy or permit others to copy any of the Property.

6. Disposition of Data.

- 6.1 Client is responsible for the accuracy of the programs and Client Data it provides or gives access to Epiq and for the output resulting from such data. Client shall initiate and maintain backup files that would allow Client to regenerate or duplicate all programs and Client Data which Client provides or gives access to Epiq. Client agrees, represents and warrants to Epiq that, prior to delivery of any Client Data to Epiq, it has full authority to deliver Client Data to Epiq. Client agrees, represents and warrants to Epiq that it has obtained binding consents, permits, licenses and approvals from all necessary persons, authorities or individuals, and has complied with all applicable policies, regulations and laws, required by Client, in order to allow Epiq to use all Client Data delivered to it in connection with its Services. Epiq shall not be liable for, and Client accepts full responsibility for, any liability or obligation with respect to Client Data prior to Epiq's receipt, including without limitation, any liability arising during the delivery of Client Data to Epiq.
- 6.2 Any Client Data, programs, storage media or other materials furnished by Client to Epiq in connection with this Agreement (collectively, the "Client Materials") may be retained by Epiq until the services provided pursuant to this Agreement are paid for in full, or until this Agreement is terminated with the services provided herein having been paid for in full. Client shall remain liable for all out of pocket charges incurred by Epiq under this Agreement as a result of any Client Materials maintained by Epiq. Epiq shall dispose of Client Materials in the manner requested by Client (except to the extent disposal may be prohibited by law). Client agrees to pay Epiq for reasonable expenses incurred as a result of the disposition of Client Materials. Epiq reserves the right to dispose of any Client Materials if this Agreement is terminated without Client's direction as to the return or disposal of Client Materials or Client has not paid all charges due to Epiq for a period of at least ninety (90) days; provided, however, Epiq shall provide Client with thirty (30) days' prior written notice of its intent to dispose of such data and media.

7. Indemnification.

Client shall indemnify, defend and hold Epiq, its affiliates, parent, and each such entity's officers, members, directors, agents, representatives, managers, consultants and employees (each an "Indemnified Person") harmless from and against any and all losses, claims, damages, liabilities, costs



(including, without limitation, costs of preparation and attorneys' fees) and expenses as incurred (collectively, "Losses"), to which any Indemnified Person may become subject or involved in any capacity arising out of or relating to this Agreement or Epiq's rendering of services pursuant hereto, regardless of whether any of such Indemnified Persons is a party thereto, other than Losses resulting solely from Epiq's actual fraud, gross negligence or willful misconduct. Without limiting the generality of the foregoing, "Losses" includes any liabilities resulting from claims by third persons against any Indemnified Person. Client and Epiq shall notify the other party in writing promptly of the commencement, institution, threat, or assertion of any claim, action or proceeding of which Client is aware with respect to the services provided by Epiq under this Agreement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of Client, and shall survive the termination of this Agreement until the expiration of all applicable statutes of limitation with respect to Epiq's liabilities.

8. <u>Limitation of Liability</u>

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THIS SECTION SHALL CONTROL.

- (a) EACH PARTY AND ITS RESPECTIVE AGENTS SHALL NOT HAVE ANY OBLIGATION OR LIABILITY TO THE OTHER PARTY OR TO ANY THIRD PARTY (WHETHER IN TORT, EQUITY, CONTRACT, WARRANTY OR OTHERWISE AND NOTWITHSTANDING ANY FAULT, NEGLIGENCE, PRODUCT LIABILITY, OR STRICT LIABILITY IN ACCORDANCE WITH APPLICABLE LAW, RULE OR REGULATION) FOR ANY INDIRECT, GENERAL, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO BUSINESS INTERRUPTION, LOST WAGES, BUSINESS OR PROFITS, OR LOSS OF DATA INCURRED BY CLIENT OR ANY OTHER PERSON, ARISING OUT OF RELATING TO THIS AGREEMENT, OR ANY USE, INABILITY TO USE OR RESULTS OF USE OF THE SERVICES OR SOFTWARE OR OTHERWISE, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) EPIQ SHALL NOT BE LIABLE TO CLIENT FOR ANY LOSSES REGARDLESS OF THEIR NATURE THAT ARE CAUSED BY OR RELATED TO A FORCE MAJEURE EVENT.
- (c) THE TOTAL LIABILITY OF EACH PARTY AND ITS AGENTS TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ALL LOSSES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE CLIENT TO EPIQ FOR THE PARTICULAR SERVICES WHICH GAVE RISE TO THE LOSSES.



9. Representations / Warranties.

Epiq makes no representations or warranties, express or implied, including, without limitation, any implied or express warranty of merchantability, suitability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity.

10. Confidential On-Line Workspace

Upon request of Client, Epiq shall be authorized to: (a) establish a confidential on-line workspace with an outside vendor in connection with the provision of its services to Client pursuant to this Agreement; and (b) with the consent of Client and/or its designees, publish documents and other information to such confidential workspace. By publishing documents and other information to this confidential workspace in accordance with the foregoing, Epiq shall not be considered in violation of any of the provisions of this Agreement, including, but not limited to, Section 4 (Confidentiality).

11. General

- 11.1 No waiver, alteration, amendment or modification of any of the provisions of this Agreement shall be binding upon either party unless signed in writing by a duly authorized representative of both parties.
- 11.2 This Agreement may not be assigned by Client without the express written consent of Epiq, which consent shall not be unreasonably withheld. The services provided under this Agreement are for the sole benefit and use of Client, and shall not be made available to any other persons.
- 11.3 This Agreement shall be governed by the laws of the State of New York, without regard to that state's provisions for choice of law. Client and Epiq agree that any controversy or claim arising out of or relating to this Agreement or the alleged breach thereof shall be settled by mandatory, final and binding arbitration before the American Arbitration Association in New York, New York and such arbitration shall comply with and be governed by the rules of the American Arbitration Association, provided that each party may seek interim relief in court as it deems necessary to protect its confidential information and intellectual property rights. Any arbitration award rendered pursuant to this provision shall be enforceable worldwide.
- 11.4 The parties hereto agree that this Agreement is the complete and exclusive statement of the agreement between the parties which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.
- 11.5 Client will use its best efforts to cooperate with Epiq at Client's facilities if any portion of the Services requires its physical presence thereon.
- 11.6 In no event shall Epiq's Services constitute or contain legal advice or opinion, and neither Epiq nor its personnel shall be deemed to practice law hereunder.



- 11.7 Except for Client's obligation to pay fees, expenses and charges hereunder when due, neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement to the extent such delay or failure arises by reason of any act of God, any governmental requirement, act of terrorism, riots, epidemics, flood, strike, lock-out, industrial or transportational disturbance, fire, lack of materials, war, event of force majeure, or other acts beyond the reasonable control of a performing party.
- 11.8 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.
- 11.9 All clauses and covenants in this Agreement are severable; in the event any or part of them are held invalid or unenforceable by any court, such clauses or covenants shall be valid and enforced to the fullest extent available, and this Agreement will be interpreted as if such invalid or unenforceable clauses or covenants were not contained herein. The parties are independent contractors and, except as expressly stated herein, neither party shall have any rights, power or authority to act or create an obligation on behalf of the other party.



11.10 Notices to be given or submitted by either party to the other, pursuant to this Agreement, shall be sufficiently given or made if given or made in writing and sent by hand delivery, overnight or certified mail, postage prepaid, and addressed as follows:

If to Epiq:

Epiq Corporate Restructuring, LLC 777 Third Avenue, 12th Floor New York, New York 10017 Attn: Robert A. Hopen

If to Client:

The Roman Catholic Diocese of Rockville Centre, New York 50 North Park Avenue P.O. Box 9023 Rockville Centre, NY 11571-9023

Attn: Thomas Renker

With a copy to:

Jones Day 250 Vesey Street New York, NY 10281 Attn: Corinne Ball, Esq.

11.11 Invoices sent to Client should be delivered to the following address:

The Roman Catholic Diocese of Rockville Centre, New York

50 North Park Avenue

P.O. Box 9023

Rockville Centre, NY 11571-9023

Attn: Thomas Renker

Email: trenker@drvc.org

11.12 The "Effective Date" of this Agreement is September 8, 2020.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

EPIQ CORPORATE RESTRUCTURING, LLC

Robert A. Hopen

Title: President

THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, NEW YORK

Name: Thomas Renker

Title: Chief Operating Officer and General Counsel



SERVICES SCHEDULE

SCHEDULES/STATEMENT PREPARATION

- Assist the Debtors with administrative tasks in the preparation of their bankruptcy Schedules of Assets and Liabilities ("Schedules") and Statements of Financial Affairs ("Statements"), including (as needed):
 - Coordinate with the Client and its advisors regarding the Schedules and Statements process, requirements, timelines and deliverables.
 - Create and maintain databases for maintenance and formatting of Schedules and Statements data.
 - Coordinate collection of data from Client and advisors.
 - Provide data entry and quality assurance assistance regarding Schedules and Statements, including, specifically, the creation of Schedule G.

CLAIMS MANAGEMENT

- ➤ Maintain copies of all proofs of claim and proofs of interest filed (in hard copy and electronic form).
- ➤ Provide a secure on-line tool through which creditors can file proofs of claim and related documentation, eliminating costly manual intake, processing and data entry of paper claims and ensuring maximum efficiency in the claim-filing process.
- ➤ Create and maintain electronic databases for creditor/party in interest information provided by the debtor (e.g., creditor matrix and Schedules of Statements of Assets and Liabilities) and creditors/parties in interest (e.g., proof of claim/interests).
- > Process all proof of claim/interest submitted.
- ➤ Provide access to the public for examination of copies of the proofs of claim or interest without charge during regular business hours.
- ➤ Maintain official claims registers, including, among other things, the following information for each proof of claim or proof of interest:
 - Name and address of the claimant and any agent thereof, if the proof of claim or proof of interest was filed by an agent;
 - Date received;
 - Claim number assigned; and
 - Asserted amount and classification of the claim.



- > Create and maintain a website with general case information, key documents, claim search function, and mirror of ECF case docket.
- Transmit to the Clerk's office a copy of the claims registers on a monthly basis, unless requested by the Clerk's office on a more or less frequent basis or, in the alternative, make available the claims register on-line.
- ➤ Implement necessary security measures to ensure the completeness and integrity of the claims registers.
- Record all transfers of claims pursuant to Bankruptcy Rule 3001(e) and provide notice of such transfers as required by Bankruptcy Rule 3001(e).
- Maintain an up-to-date mailing list for all entities that have filed a proof of claim, proof of interest or notice of appearance, which list shall be available upon request of a party in interest or the Clerk's office.

NOTICING

- Prepare and serve required notices in this chapter 11 case, including:
 - Notice of the commencement of the chapter 11 case and the initial meeting of creditors under section 341(a) of the Bankruptcy Code;
 - Notice of any auction sale hearing;
 - Notice of the claims bar date;
 - Notice of objection to claims;
 - Notice of any hearings on a disclosure statement and confirmation of the plan of reorganization; and
 - Other miscellaneous notices to any entities, as the debtor or the Court may deem necessary or appropriate for an orderly administration of this chapter 11 case.
- After service of a particular notice whether by regular mail, overnight or hand delivery, email or facsimile service file with the Clerk's office an affidavit of service that includes a copy of the notice involved, a list of persons to whom the notice was mailed and the date and manner of mailing.
- > Update claim database to reflect undeliverable or changed addresses.



- ➤ Coordinate publication of certain notices in periodicals and other media.
- Distribute Claim Acknowledgement Cards to creditor having filed a proof of claim/interest.

BALLOTING/TABULATION

- ➤ Provide balloting services in connection with the solicitation process for any chapter 11 plan for which a disclosure statement has been approved by the court, including (as needed):
 - Consult with Client and its counsel regarding timing issues, voting and tabulation procedures, and documents needed for the vote.
 - Review of voting-related sections of the voting procedures motion, disclosure statement and ballots for procedural and timing issues.
 - Assist in obtaining information regarding members of voting classes, including lists of holders of bonds from DTC and other entities (and, if needed, assist Client in requesting these listings).
 - Coordinate distribution of solicitation documents.
 - Respond to requests for documents from parties in interest, including brokerage firm and bank back-offices and institutional holders.
 - Respond to telephone inquiries from lenders, bondholders and nominees regarding the disclosure statement and the voting procedures.
 - Receive and examine all ballots and master ballots cast by voting parties. Date- stamp the originals of all such ballots and master ballots upon receipt.
 - Tabulate all ballots and master ballots received prior to the voting deadline in accordance with established procedures, and prepare a certification for filing with the court.

Undertake such other duties as may be requested by the Client.

CALL CENTER

- ➤ Provide state-of-the-art Call Center facility and services, including (as needed):
 - Create frequently asked questions, call scripts, escalation procedures and call log formats.
 - Record automated messaging.
 - Train Call Center staff.
 - Maintain and transmit call log to Client and advisors.



MISCELLANEOUS

- > Provide such other claims processing, noticing and related administrative services as may be requested from time to time by the Client.
- > Promptly comply with such further conditions and requirements as the Court may at any time prescribe.
- ➤ Comply with applicable federal, state, municipal, and local statutes, ordinances, rules, regulations, orders and other requirements.
- > Provide temporary employees to the Clerk's Office to process claims, as necessary.



PRICING SCHEDULE

CLAIM ADMINISTRATION HOURLY RATES

<u>Title</u>	Rates
Clerical/Administrative Support	\$35.00 - \$55.00
IT / Programming	\$65.00 - \$85.00
Case Managers	\$85.00 - \$165.00
Consultants/ Directors/Vice Presidents	\$165.00 - \$195.00
Solicitation Consultant	\$195.00
Executive Vice President, Solicitation	\$215.00
Executives	No Charge

CLAIMS AND NOTICING RATES¹

Printing \$0.10 per image

Personalization / Labels WAIVED

Envelopes VARIES BY SIZE

Postage / Overnight Delivery AT COST AT PREFERRED RATES

E-Mail Noticing WAIVED FOR MSL*

Fax Noticing \$0.05 per page
Claim Acknowledgement Letter \$0.05 per letter

Publication Noticing Quoted at time of request

DATA MANAGEMENT RATES

Data Storage, Maintenance and Security \$0.10 per record/month

Electronic Imaging \$0.10 per image; no monthly storage charge

Website Hosting Fee NO CHARGE

CD- ROM (Mass Document Storage) Quoted at time of request

ON-LINE CLAIM FILING SERVICES

On-Line Claim Filing NO CHARGE

Noticing via overnight delivery after traditional overnight drop-off times (e.g., 9:00 p.m. in NYC) may result in additional print charges.

^{*}Quoted at time of request for high volume blasts to all creditors



CALL CENTER RATES

Standard Call Center Setup NO CHARGE

Call Center Operator \$55 per hour

Voice Recorded Message \$0.34 per minute

OTHER SERVICES RATES

Custom Software, Workflow

and Review Resources Quoted at time of request

Escrow Services Competitive interest rates

eDiscovery Quoted at time of request, bundled pricing available

Virtual Data Room --

Confidential On-Line Workspace Quoted at time of request

Disbursements -- Check and/or Form 1099 Quoted at time of request

Disbursements -- Record to Transfer Agent Quoted at time of request

Exhibit B

Tran Declaration

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UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re: : Chapter 11

THE ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, NEW YORK, 1

Case No. 20-12345 (SCC)

Debtor.

DECLARATION OF KATHRYN TRAN IN SUPPORT OF APPLICATION OF DEBTOR FOR AUTHORIZATION TO RETAIN AND EMPLOY EPIQ CORPORATE RESTRUCTURING, LLC AS CLAIMS AND NOTICING AGENT *NUNC PRO TUNC* TO THE PETITION DATE

- I, Kathryn Tran, make this declaration under 28 U.S.C. § 1746:
- 1. I am a Consulting Director of Epiq Corporate Restructuring, LLC ("**Epiq**"). The matters set forth herein are made of my own personal knowledge and, if called and sworn as a witness, I could and would testify competently thereto.²
- 2. This Declaration is made in support of the Debtor's application (the "Application")³ for an order pursuant to section 156(c) of title 28 of the United States Code, sections 503(b)(1)(A) and 105(a) of title 11 of the United States Code (the "Bankruptcy Code"), and Rule 5075-1 of the Local Bankruptcy Rules for the Southern District of New York, authorizing the employment and retention of Epiq as claims and noticing agent ("Claims and Noticing").

The Debtor in this chapter 11 case is The Roman Catholic Diocese of Rockville Centre, New York, the last four digits of its federal tax identification number are 7437, and its mailing address is 50 North Park Avenue P.O. Box 9023, Rockville Centre, NY 11571-9023.

² Certain of the disclosures herein relate to matters within the knowledge of other professionals at Epiq and are based on information provided by them.

Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Application.

Agent") nunc pro tunc to the date of commencement of the Debtor's chapter 11 case in accordance with the terms and conditions set forth in that certain Standard Services Agreement dated as of September 8, 2020, by and between Debtor and Epiq (the "Services Agreement"). A proposed form of order granting the relief requested in the Application (the "Proposed Order") is annexed thereto as Exhibit A. The Services Agreement is annexed to the Proposed Order as Exhibit 1.

- 3. As agent and custodian of the Court records pursuant to 28 U.S.C. § 156(c), Epiq will perform, at the request of the Office of the Clerk of the Bankruptcy Court (the "Clerk" and the "Clerk's Office"), the noticing- and claims-related services specified in the Application and the Services Agreement. In addition, at the Debtor's request, Epiq will perform such other noticing, claims, administrative, technical, and support services specified in the Application and the Services Agreement.
- 4. Epiq is one of the country's leading chapter 11 administrators, with experience in noticing, claims administration, solicitation, balloting, and facilitating other administrative aspects of chapter 11 cases. Epiq has substantial experience in matters of this size and complexity, and has acted as the official notice and claims agent in many large bankruptcy cases pending in this District and other districts nationwide. *See, e.g., In re Tops Holding II Corporation, et al.*, Case No. 18-22279 (RDD) (Bankr. S.D.N.Y. Feb. 26, 2018); *In re Roust Corporation*, Case No. 16-23786 (RDD) (Bankr. S.D.N.Y. Jan. 10, 2017); *In re Atlas Resource Partners, L.P.*, Case No. 16-12149 (SHL) (Bankr. S.D.N.Y. Aug. 2, 2016); *In re China Fishery Group Ltd.*, Case No. 16-11895 (JLG) (Bankr. S.D.N.Y. May 24, 2017); *In re Nautilus Holdings Ltd.*, Case No. 14-22885 (RDD) (Bankr. S.D.N.Y. June 25, 2014); *In re LHI Liquidation Co. (f/k/a Loehmann's Holdings Inc.)*, Case No. 13-14050 (MG) (Bankr. S.D.N.Y. Dec. 17, 2013); *In re RDA Holding Co.*, Case No. 13-22233 (RDD) (Bankr. S.D.N.Y. Feb. 21, 2013); *In re HMX*

Acquisition Corp., Case No. 12-14300 (MEW) (Bankr. S.D.N.Y. Oct. 23, 2012); In re K-V Discovery Solutions, Inc., Case No. 12-13346 (ALG) (Bankr. S.D.N.Y. Aug. 7, 2012); In re Dewey & LeBoeuf LLP, Case No. 12-12321 (MG) (Bankr. S.D.N.Y. May 29, 2012); In re Hawker Beechcraft, Inc., Case No. 12-11873 (SMB) (Bankr. S.D.N.Y. May 4, 2012); In re Dynegy Holdings, LLC, Case No. 11-38111 (CGM) (Bankr. S.D.N.Y. Nov. 15, 2011); In re 4Kids Entm't, Inc., Case No. 11-11607 (SCC) (Bankr. S.D.N.Y. Apr. 8, 2011); In re Sbarro, Inc., Case No. 11-11527 (SCC) (Bankr. S.D.N.Y. Apr. 5, 2011); In re St. Vincent's Catholic Med. Ctrs. of N.Y., Case No. 10-11963 (CGM) (Bankr. S.D.N.Y. Apr. 16, 2010); In re Old Carco LLC (f/k/a Chrysler LLC), Case No. 09-50002 (SMB) (Bankr. S.D.N.Y. May 4, 2009); In re Mark IV Indus., Inc., Case No. 09-12795 (SMB) (Bankr. S.D.N.Y. May 5, 2009); In re Lyondell Chem. Co., Case No. 09-10023 (CGM) (Bankr. S.D.N.Y. Jan. 8, 2009); In re Lehman Bros. Holdings Inc., Case No. 08-13555 (JMP) (Bankr. S.D.N.Y. May 2, 2008).

- 5. Epiq represents, among other things, the following:
- a. Epig is not a creditor of the Debtor;
- b. Epiq will not consider itself employed by the United States government and shall not seek any compensation from the United States government in its capacity as Claims and Noticing Agent in this chapter 11 case;
- c. By accepting employment in this chapter 11 case, Epiq waives any rights to receive compensation from the United States government in connection with the Debtor's chapter 11 case;
- d. In its capacity as Claims and Noticing Agent in this chapter 11 case, Epiq will not be an agent of the United States and will not act on behalf of the United States;
- e. Epiq shall not employ any past or present employee of the Debtor in connection with its work as Claims and Noticing Agent in this chapter 11 case;

- f. In its capacity as Claims and Noticing Agent, Epiq will not intentionally misrepresent any fact to any person;
- g. Epiq shall be under the supervision and control of the Clerk's Office with respect to the receipt and recordation of claims and claim transfers;
- h. None of the services provided by Epiq as Claims and Noticing Agent in this chapter 11 case shall be at the expense of the Clerk's Office.
- 6. To the best of my knowledge, and based solely upon information provided to me by the Debtor, and except as provided herein, neither Epiq, nor any employee thereof, has any materially adverse connection to the Debtor, its creditors, or other relevant parties. Epiq may have relationships with certain of the Debtor's creditors as vendors or in connection with cases in which Epiq serves or has served in a neutral capacity as noticing, claims, and balloting agent for another chapter 11 debtor. Given Epiq's neutral position as the claims and noticing agent in the Debtor's case, or any other cases, Epiq does not view such relationships as real or potential conflicts.
- 7. Epiq conducted a review, completed under my supervision, of the identified potential parties in interest (the "Potential Parties in Interest") in this chapter 11 case based on a query of an internal client database containing names of individuals and entities that are present or recent clients of Epiq. The list of Potential Parties in Interest was provided by the Debtor and is annexed hereto as **Schedule 1**. To the best of my knowledge, and based solely upon information provided to me by the Debtor, Epiq does not have any materially adverse connection to the Debtor, their creditors or other relevant parties, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason. To the extent that Epiq's conflicts check has revealed that certain Potential Parties in Interest were connected to Epiq, these parties have been identified on a list annexed hereto as **Schedule 2** (the "Client Match List"). To

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the best of my knowledge, any such connections between Epiq and any parties on the Client Match List is completely unrelated to this Debtor.

- 8. In addition, Epiq personnel may have relationships with some of the Debtor's creditors or other parties in interest. However, to the best of my knowledge, such relationships, to the extent they exist, are of a personal nature and completely unrelated to this chapter 11 case. Epiq has and will continue to represent clients in matters unrelated to this chapter 11 case. In addition, Epiq has had and will continue to have relationships in the ordinary course of its business with certain vendors, professionals, and other parties in interest that may be involved in the Debtor's cases in matters unrelated to these cases. Epiq may also provide professional services to entities or persons that may be creditors or parties in interest in this chapter 11 case, which services do not directly relate to, or have any direct connection with, this chapter 11 case of the Debtor. To the best of my knowledge, neither Epiq, nor any employees thereof, represent any interest materially adverse to the Debtor's estate with respect to any matter upon which Epiq is to be engaged. Based on the foregoing, I believe that Epiq is a "disinterested person" as that term is defined in section 101(14) of the Bankruptcy Code.
- 9. Epiq shares a corporate parent with certain companies that provide integrated technology products and services to the legal profession for electronic discovery, class action settlements, financial transactions, chapter 7 and 13 bankruptcy, litigation, and regulatory compliance. Given the legal and operational separateness of Epiq from its affiliates and the administrative nature of the services performed by such companies, Epiq does not believe that a conflict would arise solely from any relationship or claim of an Epiq affiliate or its corporate parent.

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10. Should Epiq discover any new relevant facts or relationships bearing on the

matters described herein during the period of its retention, Epiq will use reasonable efforts to

promptly file a supplemental affidavit.

In performing the services of Claims and Noticing Agent, Epiq will charge 11.

the Debtor the rates set forth in the Services Agreement.

12. Epiq will comply with all requests of the Clerk's Office and the guidelines

promulgated by the Judicial Conference of the United States for the implementation of 28 U.S.C.

§ 156(c).

13. Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the

foregoing is true and correct to the best of my information, knowledge, and belief.

Dated: Orange, California October 1, 2020

/s/ Kathryn Tran

Kathryn Tran

Consulting Director

Epiq Corporate Restructuring, LLC

6

Schedule 1

Potential Parties in Interest

The Debtor

The Roman Catholic Diocese of Rockville Centre, New York

Affiliates and Related Parties

Assumption of the BVM, Centereach Blessed Sacrament, Valley Stream

Cathedral of St. Agnes

Catholic Cemeteries of the Roman Catholic

Diocese of Rockville Centre, Inc.

Catholic Charities of the Diocese of Rockville
Centre

Catholic Faith Network

Catholic Foundation of Long Island, Inc.

Catholic Health Services

Catholic Press Association of the Diocese of

Rockville Centre, Inc.
Central Vicariate Office
Christ the King, Commack
Church of Our Lady of Lourdes
Church of Our Lady of the Snow
Church of Our Lady of Victory
Church of St. Anthony of Padua
Church of St. Edward the Confessor

Church of St. Mary

Church of St. Mary of the Isle Church of St. Peter the Apostle

Church of St. Huge of Lincoln

Church of St. Raphael

Church of St. William the Abbot

Church of the Holy Cross

Church of the Immaculate Conception

Cleary School for the Deaf Corpus Christi, Mineola Curé of Ars, Merrick Diocesan Services, Inc.

Diocese of Rockville Centre Catholic Cemetery

Permanent Maintenance Trust

Diocese of Rockville Centre Health Care and Other Assistance Plan for Retired and Disabled Diocesan Priests

Diocese of Rockville Centre Qualified Retirement

Diocese of Rockville Centre Lay Pension Plan

Eastern Vicariate

Ecclesia Assurance Company Good Shepherd, Holbrook Holy Angels Regional School

Holy Cross, Nesconset Holy Family School Holy Family, Hicksville Holy Name of Jesus, Woodbury

Holy Name of Mary School

Holy Name of Mary, Valley Stream

Holy Spirit, New Hyde Park

Holy Trinity Diocesan High School

Holy Trinity High School

Immaculate Conception, Westhampton Beach

Infant Jesus, Port Jefferson

Long Beach Catholic Regional School

Maria Regina School Maria Regina, Seaford Mary Immaculate, Bellport Mission Assistance Corporation Most Holy Trinity, East Hampton

Notre Dame School

Notre Dame, New Hyde Park Our Holy Redeemer, Freeport

Our Lady Miraculous Medal, Point Lookout Our Lady Miraculous Medal, Wyandanch

Our Lady of Fatima, Manorhaven
Our Lady of Good Counsel, Inwood
Our Lady of Grace, West Babylon
Our Lady of Hope, Carle Place
Our Lady of Loretto, Hempstead
Our Lady of Lourdes School
Our Lady of Lourdes, Malverne

Our Lady of Lourdes, Massapequa Park Our Lady of Lourdes, West Islip

Our Lady of Mercy, Hicksville

Our Lady of Mount Carmel, Patchogue Our Lady of Ostrabrama, Cutchogue

Our Lady of Peace School Our Lady of Peace, Lynbrook

Our Lady of Perpetual Help, Lindenhurst

Our Lady of Poland, Southampton

Our Lady of Providence Regional School Our Lady of the Assumption, Copiague Our Lady of the Hamptons Regional School Our Lady of the Isle, Shelter Island Heights

Our Lady of the Snow, Blue Point Our Lady of Victory School Our Lady of Victory, Floral Park

Our Lady Queen of Apostles Regional School Our Lady Queen of Martyrs, Centerport

Queen Most Holy Rosary, Bridgehampton Queen of the Most Holy Rosary, Roosevelt

Resurrection, Farmingville Sacred Heart, Cutchogue Sacred Heart, Island Park Sacred Heart, North Merrick

Sacred Hearts of Jesus & Mary, Southampton Seminary of the Immaculate Conception of the

Diocese of Rockville Centre

Society for the Propagation of the Faith

Ss. Cyril & Methodius School SS. Cyril & Methodius, Deer Park

SS. Peter & Paul, Manorville

Ss. Philip & James School

SS. Philip & James, St. James St John the Baptist High School

St. Agnes Cathedral School

St. Agnes, Greenport

St. Agnes, Rockville Centre

St. Aidan School

St. Aidan, Williston Park

St. Aloysius, Great Neck

St. Andrew, Sag Harbor

St. Anne School

St. Anne, Brentwood

St. Anne, Garden City

St. Anthony of Padua, Rocky Point

St. Anthony, Oceanside

St. Barnabas the Apostle, Bellmore

St. Bernard, Levittown

St. Boniface Martyr, Sea Cliff

St. Boniface, Elmont

St. Brigid, Westbury

St. Brigid/Our Lady of Hope Regional School

St. Catherine of Sienna, Franklin Square

St. Christopher School

St. Christopher, Baldwin

St. Dominic Elementary School

St. Dominic, Oyster Bay

St. Edward the Confessor School

St. Edward the Confessor, Syosset

St. Elizabeth Ann Seton Regional School

St. Elizabeth Ann Seton, L. Ronkonkoma

St. Elizabeth, Melville

St. Frances Cabrini, Coram

St. Frances de Chantal, Wantagh

St. Francis de Sales, Patchogue

St. Francis of Assisi, Greenlawn

St. Gerard Majella, Port Jefferson Station

St. Gertrude, Bayville

St. Hedwig, Floral Park

St. Hugh of Lincoln, Huntington Station

St. Hyacinth, Glen Head

St. Ignatius Loyola, Hicksville

St. Ignatius Martyr, Long Beach

St. Isidore, Riverhead

St. James, Seaford

St. James, Setauket

St. Joachim, Cedarhurst

St. John Chrysostom, Hempstead

St. John Nepomucene, Bohemia

St. John of God, Central Islip

St. John Paul II Regional School

St. John the Baptist Diocesan High School

St. John the Baptist, Wading River

St. John the Evangelist, Center Moriches

St. John the Evangelist, Riverhead

St. Joseph School

St. Joseph the Worker, East Patchogue

St. Joseph, Babylon

St. Joseph, Garden City

St. Joseph, Hewlett

St. Joseph, Kings Park

St. Joseph, Ronkonkoma

St. Jude, Mastic Beach

St. Kilian, Farmingdale

St. Ladislaus, Hempstead

St. Lawrence the Martyr, Sayville

St. Louis de Montfort, Sound Beach

St. Luke, Brentwood

St. Margaret of Scotland, Selden

St. Mark, Shoreham

St. Martha, Uniondale

St. Martin of Tours School

St. Martin of Tours, Amityville

St. Martin of Tours, Bethpage

St. Mary Elementary School

St. Mary of the Isle, Long Beach

St. Mary School

St. Mary, East Islip

St. Mary, Manhasset

St. Mary, Roslyn

St. Matthew, Dix Hills

St. Patrick School - Bay Shore

St. Patrick School - Huntington

St. Patrick School - Smithtown

St. Patrick, Bay Shore

St. Patrick, Glen Cove

St. Patrick, Huntington

St. Patrick, Southold

St. Paul the Apostle, Brookville

St. Peter of Alcantara, Port Washington

St. Peter the Apostle, Islip Terrace

St. Philip Neri, Northport

St. Pius X, Plainview

St. Raphael, East Meadow

St. Raymond School

St. Raymond, East Rockaway

St. Rocco, Glen Cove

St. Rosalie, Hampton Bays

St. Rose of Lima School

St. Rose of Lima, Massapequa

St. Sylvester, Medford

St. Therese of Lisieux, Montauk

St. Thomas More, Hauppauge

St. Thomas the Apostle School

St. Thomas the Apostle, West Hempstead

St. Vincent de Paul, Elmont

St. William the Abbot School

St. William the Abbot, Seaford

St. Anthony of Padua, East Northport

The Department of Education

The Department of Education, Diocese of

Rockville Centre

Tomorrow's Hope Foundation, Inc.

Trinity Regional School Unitas Investment Fund, Inc.

Western Vicariate

Directors and Officers

Most Rev. John O. Barres

Rev. Eric Fasano

Rev. John McCartney

Sr. Maryanne Fitzgerald, SC

Thomas Doodian

Thomas Renker

William G. Chapin

Significant Donors

Catholic Health Services Mr. & Mrs. Eugene Murphy The Project for Life, INC. Sebonack Foundation

Daniel Stephen Hamilton

Banks

JP Morgan Chase Bank, N.A. M&T Bank Corporation Signature Bank

Suffolk Country National Bank

TD Bank, a/k/a Toronto Dominion Bank

Vanguard

Major Insurers

Agricultural Insurance Company

AIU Insurance Company

Allianz International

Allianz International Insurance Co. Ltd.

Allianz Underwriters Insurance Company

American Alternative Insurance Corporation

American Zurich Insurance Company

Ancon Ins. Co. (UK) Ltd.

Arthur J. Gallagher & Co.

Arthur J. Gallagher & Co. (Illinois)

Assicurazioni Generali T.S.

Associated Int.

Bellefonte Insurance Co.

British National Insurance Co. Ltd. British National Life Ins. Society Ltd.

C N A Reinsurance of London Ltd.

C.V. Starr Claims, NY

Centennial Insurance Company

Chubb Group of Insurance Companies

CNA Insurance Companies

Colonial Penn Insurance Company

Compagnie d'Assurances Maritimes et Terrestres

Continental Casualty Company

Continental Casualty Company (Front)

Dominion Ins Co Ltd

Dominion Insurance Co Ltd

Ecclesia Assurance Company

Ecclesia Assurance Company c/o William Chapin

Excess Ins Co Ltd

Excess Insurance Co Ltd

Federal Insurance Company

Fireman's Fund

Fireman's Fund Insurance Company

First State Insurance Company

First State Management Group, Inc.

Folksam International Ins. Co. (UK) Ltd.

Gallagher Bassett Insurance Service

Gallagher Bassett of New York, Inc.

Gallagher Bassett Services, Inc.

Gerling-Konzern Allgemeine Versicherungs-

Aktiengesellschaft

Great American Insurance Companies

Hartford Casualty Insurance Company

Heddington Insurance Co. (UK) Ltd.

Illinois Union Insurance Company

Insurance Company of North America

International Insurance Company

International Special Risk Services, Inc.

Interstate Fire & Casualty Company

Lexington Insurance Company

Marsh and McLennan Global Broking

Marsh LTD, Global Markets

Mentor Ins Co (UK) Ltd.

Midland Insurance Company

National Casualty Company

Niagara Fire Insurance Company

North Atlantic Ins Co Ltd.

Pine Top Ins Co Ltd

Reliance Insurance

Royal Globe Insurance Company

Royal Indemnity Company

Royal Insurance

Royal Insurance Warner Center

Royal Specialty Underwriting Inc. Attn: Claims Department

Sovereign Marine & General Ins. Co. Ltd 'C' Account

Sovereign Marine & General Ins. Co. Ltd.

Sovereign Marine & General Ins. Co. Ltd. HDN

Sovereign Marine & General Ins. Co. Ltd. No. 12 A/C

Sphere Drake Ins PLC

Sphere Drake Insurance PLC

St Katherine Ins Co Ltd

St. Katherine Insurance Co. PLC

St. Katherine Insurance Company Ltd

St. Katherine Insurance Company PLC

St. Katherine Insurance PLC

St. Paul

St. Paul Surplus Lines Insurance Company

Stewart Smith Mid America, Inc.

Store Brand (UK)

Storebrand Ins. Co. (UK) Ltd.

Storebrand Insurance Co. (UK) Ltd.

Stronghold Ins Co Ltd

Stronghold Insurance Co Ltd

Stronghold

Taisho (UK)

Taisho Marine & Fire Ins. Co. (UK) Ltd.

Terra Nova Ins Co Ltd

The Insurance Company of the State of

Pennsylvania

The London Agency, Inc.

The National Catholic Risk Retention Group, Inc.

The North River Insurance Company

The Tokio Marine & Fire Ins. Co (UK) Ltd.

Tokio (UK)

Turegum

Turegum Insurance Company

Twin City Fire Insurance Company

Underwriters at Lloyds

Unionamerica Ins Co Ltd

Unionamerica Ins Co Ltd "B" A/C

United National Group

United National Insurance Company

Westchester Fire Insurance Company

Yasuda Fire & Marine Ins Co (UK) LTD

¹ The names of certain individual plaintiffs are redacted consistent with the Debtor's Motion for Entry of Interim and Final Orders (I) Authorizing and Approving Special Noticing and Confidentiality Procedures, (II) Authorizing and Approving Procedures for Providing Notice of Commencement,

Counsel to Insurers

Clyde & Co US LLP

Coughlin Duffy LLP Goldberg Segala

Moss & Barnett

Rivkin Radler

White and Williams LLP

Certain Ordinary Course Professionals

Baker Tilly International

Crowe LLP

Nawrocki Smith LLP

Parties to Litigation¹

Alan Placa

NAME ON FILE

All Saints Regional Catholic School

NAME ON FILE

NAME ON FILE

NAME ON FILE

Archdiocese Of New York

Archer Street School

Baldwin Union Free School District

NAME ON FILE

NAME ON FILE

Betti & Associates

BIG BROTHERS & SISTERS OF NASSAU COUNTY, INC. a/k/a and d/b/a BIG

BROTHERS BIG SISTERS OF LONG

ISLAND, INC. f/k/a BIG BROTHERS OF

NASSAU COUNTY, INC.

BIG BROTHERS BIG SISTERS ASSOCIATION

OF NEW YORK STATE, INC.

BIG BROTHERS BIG SISTERS OF AMERICA a/k/a BIG BROTHERS BIG SISTERS OF

AMERICA, INC.

Blessed Sacrament Elementary School

Boy Scouts of America

Br. Howard Murphy

NAME ON FILE

NAME ON FILE

Brian J. Brinker

Brian J. Davis, P.C.

and (III) Granting Related Relief. The Debtor will provide an unredacted version of this list to the Court, the Office of the United States Trustee, and any official committees appointed in this chapter 11 case upon request.

NAME ON FILE	Church of the Good Shepherd, Holbrook
NAME ON FILE	Claude Margot
NAME ON FILE	COINDRE HALL
NAME ON FILE	NAME ON FILE
Brother Antonio F. Antonucci	Cormaria Retreat Center, Inc.
Brother Antonio Montera	CORPUS CHRISTI a/k/a CORPUS CHRISTI
Brother Lawrence Larmann	PARISH
BROTHERS OF THE CHRISTIAN SCHOOL	
	1
DISTRICT OF EASTERN NORTH	COVENANT HOUSE
AMERICA a/k/a BROTHERS OF THE	NAME ON FILE
CHRISTIAN SCHOOLS a/k/a and d/b/a I	
SALLE PROVINCIALATE, INC. f/k/a	NAME ON FILE
BROTHERS OF THE CHRISTIAN	David Geiger
SCHOOLS PROVINCE OF NEW YORK	
BROTHERS OF THE CHRISTIAN SCHOOL	S NAME ON FILE
DISTRICT OF EASTERN NORTH	NAME ON FILE
AMERICA INC a/k/a BROTHERS OF T	HE Dell & Dean PLLC
CHRISTIAN SCHOOLS a/k/a DE LA	NAME ON FILE
SALLE BROTHERS a/k/a CHRISTIAN	Department of Education, Diocese of Rockville
BROTHERS and d/b/a LA SALLE	Centre
PROVINCIALATE, INC. f/k/a BROTHE	Desimone & Associates LLC
OF THE CHRISTIAN SCHOOLS	NAME ON FILE
PROVINCE OF NEW YORK	Diocese of Brooklyn
BROTHERS OF THE SACRED HEART a/k/	DOMINICAN SISTERS OF AMITYVILLE
BROTHERS OF THE SACRED HEART a/k/ BROTHERS OF THE SACRED HEART	NAME ON FILE
PROVINCE OF NEW YORK a/k/a THE	NAME ON FILE
PROVINCE OF NEW TORK and THE PROVINCE OF THE UNITED STATES	NAME ON FILE
THE BROTHERS OF THE SACRED	Edmund F. Needham
	Education Plus, Corp. d/b/a The Family
HEART, INC. a/k/a BROTHERS OF THI	Hollndation School
SACRED HEART OF NEW JERSEY/NE	NAME ON FILE
YORK, INC.	NAME ON FILE
Bryan Robert Murphy f/k/a Brother Bryan Rob	NAME ON FILE
Murphy, O.S.F.	Father Frank Parisi
Buttafuoco & Associates, PLLC	Father Ronald E. Hayde
Camp Alvernia a/k/a Mount Alvernia Inc.	NAME ON FILE
NAME ON FILE	Fr. Butler
CATHOLIC BIG BROTHERS OF LONG	Fr. Fitzgerald
ISLAND	NAME ON EILE
Catholic Charities of the Diocese of Rockville	NAME ON FILE
Centre	FRANCISCAN BROTHERS OF BROOKLYN
NAME ON FILE	a/k/a CONGREGATION OF THE
Certain & Zilberg	RELIGIOUS BROTHERS OF THE THIRD
Chaminade High School	ORDER REGULAR OF ST. FRANCIS a/k/a
NAME ON FILE	and d/b/a FRANCISCAN BROTHERS, INC.
NAME ON FILE	BROOKLYN, NY
NAME ON FILE	FRANCISCAN MISSIONARIES OF MARY
NAME ON FILE	NAME ON FILE
NAME ON FILE	Freeport Union Free School District
NAME ON FILE	
Church of Saint Francis of Assisi	Gair, Gair, Conason, Rubinowitz, Bloom,
Church of St. Anne, Garden City	Hershenhorn, Steigman & Mackauf NAME ON FILE
Church of St. Anthony of Padua East Northpo	
Church of St. Anthony of Fauta East Northpo.	II INAMIE ON FILE

NAME ON FILE NAME ON FILE NAME ON FILE NAME ON FILE Good Shepherd Parish and Church NAME ON FILE Good Shepherd Roman Catholic Church NAME ON FILE NAME ON FILE NAME ON FILE NAME ON FILE Joseph Trapp Joseph V. Arevalo NAME ON FILE Joshua W. Skillman NAME ON FILE Hach Rose Schirippa & Cheverie NAME ON FILE Hamburger, Maxson, Yaffe & McNally, LLP NAME ON FILE Kellenberg Memorial High School Herman Law NAME ON FILE NAME ON FILE NAME ON FILE Herricks Union Free School District NAME ON FILE HOLY ANGELS REGIONAL SCHOOL F/K/A NAME ON FILE ST. FRANCIS DE SALES CATHOLIC SCHOOL NAME ON FILE HOLY FAMILY a/k/a HOLY FAMILY ROMAN NAME ON FILE CATHOLIC CHURCH NAME ON FILE Holy Family Catholic School LA SALLE MILITARY ACADEMY HOLY SPIRIT a/k/a CHURCH OF THE HOLY NAME ON FILE Law Offices of Mitchell Garabedian Holy Trinity Diocesan High School aka Holy Law Offices of Ronald J. Kim, PC Trinity NAME ON FILE Holy Trinity High School Levy Konigsberg, LLP Infant Jesus Roman Catholic Church Marina Trentacoste James C. Williams NAME ON FILE Marsh Law Firm PLLC NAME ON FILE NAME ON FILE James, Vernon & Weeks, P.A. NAME ON FILE Janet, Janet & Suggs LLC NAME ON FILE Jeff Anderson & Associates, P.A. NAME ON FILE NAME ON FILE MERCYFIRST f/k/a MARY OF THE ANGELS NAME ON FILE Merson Law PLLC NAME ON FILE Michael Dowd NAME ON FILE Michael G. Dowd NAME ON FILE NAME ON FILE John Barres NAME ON FILE NAME ON FILE

NAME ON FILE NAME ON FILE

MIDATLANTIC COMMUNITY, INC. a/k/a ST. Religious of the Sacred Heart, New York FRANCIS CONVENT OF THE AMERICAS, Province, Inc, a/k/a The Religious of the MID-ATLANTIC COMMUNITY, INC. Sacred Heart of Mary Monsignor William G. Breslawski Rheingold Giuffra Ruffo & Plotkin LLP Nassau County Council NAME ON FILE Nicholas Unterstein NAME ON FILE Notre Dame Church, New Hyde Park Robert Guglielmone ORDER OF FRIARS MINOR CONVENTUAL NAME ON FILE OUR HOLY REDEEMER NAME ON FILE Our Holy Redeemer School NAME ON FILE Our Lady of Fatima NAME ON FILE Our Lady of Grace Roman Catholic Church NAME ON FILE Our Lady of Loretto Parish and School NAME ON FILE OUR LADY OF LOURDES a/k/a OUR LADY NAME ON FILE OF LOURDES CHURCH MALVERNE Roman Catholic Church of Our Lady of Peace at **OUR LADY OF PEACE** Lynbrook Roman Catholic Church of Saints Cyril and Our Lady Of Perpetual Help Catholic School OUR LADY OF PERPETUAL HELP ROMAN Methodius CATHOLIC CHURCH Roman Catholic Church of St. Joseph, Kings Park, OUR LADY OF PERPETUAL HELP SCHOOL OUR LADY OF VICTORY Roman Catholic Church of the Sacred Heart Our Lady Queen of Martyrs Romano & Associates Parish of St. Christopher Romano Ferraro Parker Waichman LLP NAME ON FILE Russo, Karl, Widmaier & Cordano PLLC NAME ON FILE NAME ON FILE SACRED HEART ROMAN CATHOLIC Patrick Noaker, Noaker Law Firm, LLC **CHURCH** NAME ON FILE SACRED HEARTS OF JESUS AND MARY a/k/a NAME ON FILE BASILICA CHURCH OF SACRED HEARTS OF JESUS AND MARY NAME ON FILE NAME ON FILE Saint Aidan School NAME ON FILE Saint Anne's NAME ON FILE St. Anthony's High School Of South Huntington, NAME ON FILE New York Saint Barnabas The Apostle Roman Catholic NAME ON FILE NAME ON FILE NAME ON FILE Saint Elizabeth Ann Seton Regional School Saint Martha Roman Catholic Church NAME ON FILE PFAU Cochran Vertetis Amala PLLC SAINT MARTIN OF TOURS ROMAN NAME ON FILE CATHOLIC CHURCH, a.k.a. SAINT Phillips & Paolicelli, LLP MARTIN OF TOURS RC CHURCH Queen of the Most Holy Rosary Saint Mary's High School SAINT PATRICK ROMAN CATHOLIC NAME ON FILE CHURCH OF BAY SHORE a/k/a THE PARISH NAME ON FILE NAME ON FILE OF ST. PATRICK Saints Cyril and Methodius School

Saints Philip and James Roman Catholic Church

SCHOOL SISTERS OF NOTRE DAME ST. ANTHONY OF PADUA PROVINCE NAME ON FILE St. Anthony's High School St. Anthony's High School f/k/a Holy Family NAME ON FILE NAME ON FILE Diocesan High School St. Barnabas Parish and Church NAME ON FILE NAME ON FILE St. Barnabus Apostle Silberstein, Awad & Miklos, P.C. St. Bernard's Church Simmons Hanly Conroy LLC ST. BONIFACE a/k/a ST. BONIFACE ROMAN SISTERS OF CHARITY CATHOLIC CHURCH SISTERS OF CHARITY OF HALIFAX ST. BRIGID SISTERS OF CHARITY OF SAINT VINCENT St. Catherine of Siena Roman Catholic Church DE PAUL OF NEW YORK A/K/A THE ST. CATHERINE OF SIENNA SISTERS OF CHARITY OF NEW YORK ST. CONRAD FRIARY a/k/a CAPUCHIN Sisters of Charity of the Blessed Virgin Mary FRANCISCAN TERTIARY PROVINCE OF ST. SISTERS OF MERCY OF THE AMERICAS a/k/a MARY, N.Y. SISTERS OF MERCY a/k/a SISTERS OF ST. DOMINIC a/k/a THE CHURCH OF SAINT MERCY OF THE AMERICAS, INC. a/k/a DOMINIC a/k/a SAINT DOMINIC CHURCH INSTITUTE OF THE SISTERS OF MERCY ST. ELIZABETH CHURCH a/k/a ST. OF THE AMERICAS ELIZABETH OF HUNGARY SISTERS OF SACRED HEART OF MARY St. Francis Retreat House Sisters Of St. Dominic Of Amityville St. Hedwig's Roman Catholic Church Sisters of the Third Order of St. Dominic DBA St. Hugh of Lincoln aka St. Hugh of Lincoln The Sisters of the Order of St. Dominic aka Roman Catholic Church aka St. Hugh's Congregation of the Holy Cross aka St. Hyacinth Parish **Dominican Sisters** St. Ignatius Loyola aka St. Ignatius Hicksville Slater Slater Schulman LLP St. Ignatius Retreat House, Inc. Society of Mary (Marianists) aka Society of Mary ST. JAMES R.C. CHURCH a/k/a ST. JAMES of Meribah Province of the Marianist Order PARISH aka Society of Mary of Province of Meribah St. James Roman Catholic Church aka Marianist Society Inc. aka Province of ST. JOHN BAPTIST DE LASALLE REGIONAL Meribah Society of Mary, Inc. SCHOOL SOCIETY OF MARY a/k/a MARIANISTS a/k/a St. John of God aka St. John of God Parish SOCIETY OF MARY PROVINCE OF ST. JOHN THE BAPTIST DICOCESAN HIGH MERIBAH a/k/a PROVINCE OF MERIBAH, SCHOOL SOCIETY OF MARY, INC. ST. JOHN THE EVANGELIST SS. PHILIP AND JAMES a/k/a SAINTS PHILIP St. John's Hospital aka St. John's Episcopal AND JAMES RC CHURCH Hospital ST FRANCIS DE SALES PARISH St. Joseph Catholic School St. Joseph's aka St. Joseph's Parish aka St. Joseph St. Agnes Cathedral St. Agnes Cathedral School Parish St. Agnes Roman Catholic Cathedral ST. JOSEPH'S CHURCH St. Agnes' Roman Catholic Church at Rockville St. Joseph's Parish and Church Centre in the County of Nassau in the State of St. Joseph's Roman Catholic Church New York, d/b/a, St. Agnes' Cathedral ST. JUDE ROMAN CATHOLIC CHURCH ST. AIDAN CHURCH AND SCHOOL St. Kilian Roman Catholic Church ST. ANDREW ROMAN CATHOLIC CHURCH St. Lawrence Parochial School AND SCHOOL ST. LAWRENCE THE MARTYR ROMAN St. Andrew's Parish and Elementary School CATHOLIC CHURCH AND SCHOOL ST. ANNE a/k/a CHURCH OF ST. ANNE ST. LUKE a/k/a ST. LUKE'S CHURCH ST. ANN'S FRIARY St. Luke's Roman Catholic Church St. Anthony of Padua St. Margaret of Scotland Church ST. ANTHONY OF PADUA a/k/a SAINT St. Martin of Tours Church

ANTHONY OF PADUA R.C. CHURCH

St. Mary's Children And Family Services Inc.

ST. MARY OF THE ANGELS HOME OF ST. MARY OF THE CAPUCHIN St. Mary Roman Catholic Church ORDER St. Mary's Elementary School The Capuchin Fathers aka The Capuchin Fathers ST. MARY'S ROMAN CATHOLIC CHURCH Province of St. Mary aka Capuchin a/k/a ST. MARY'S Franciscans Province of St. Mary aka the St. Matthew Roman Catholic Church Province of St. Mary of the Capuchin Order ST. PATRICK CHURCH a/k/a ST. PATRICK'S aka The Province of St. Mary of the Capuchin ROMAN CATHOLIC CHURCH Order, St. Conrad Friary aka Capuchin Francisan Tertiary Province of St. Mary, N.Y. St. Patrick Parish The Church Of The Blessed Sacrament ST. PATRICK'S a/k/a CHURCH OF ST. PATRICK a/k/a ST. PATRICK'S ROMAN The Franciscan Brothers Generalate The Law Office of Joshua W. Skillman CATHOLIC CHURCH ST. PATRICK'S CHURCH AT WEST NECK, The Marianist Province of Meribah SUFFOLK CO. (a/k/a ST. PATRICK'S THE MARIST BROTHERS a/k/a THE MARIST ROMAN CATHOLIC CHURCH a/k/a BROTHERS OF THE SCHOOLS, INC. a/k/a CHURCH OF ST. PATRICK, a/k/a ST. THE MARIST BROTHERS, PROVINCE OF PATRICK SCHOOL) THE UNITED STATES OF AMERICA St. Patrick's Parish and School The New York Province of the Society of Jesus St. Philip and St. James Church The Roman Catholic Church of Christ the King ST. PHILIP NERI The Roman Catholic Church of Our Lady Queen St. Philip Neri Roman Catholic Church of Martyrs St. Pius X Preparatory Seminary The Roman Catholic Church of Saint Aiden St. Raphael aka St. Raphael Parish The Roman Catholic Church of Saint Margaret of ST. RAYMOND'S a/k/a THE PARISH FAMILY OF SAINT RAYMOND OF PENYAFORT The Roman Catholic Church of St. Rose of Lima St. Rosalie's aka Church of St. Rosalie The USA Northeast Province of the Society of ST. SYLVESTER a/k/a ST. SYLVESTER RC Jesus, Inc. The Zalkin Law Firm, P.C. and Barasch McGarry CHURCH ST. THERESE OF LISIEUX ROMAN Salzman & Penson CATHOLIC PARISH CHURCH Theodore Roosevelt Council, Inc., Boy Scouts of ST. THOMAS THE APOSTLE SCHOOL INC. America ST. THOMAS THE APOSTLES PARISH NAME ON FILE St. Vincent de Paul Parish NAME ON FILE Steele Elementary School NAME ON FILE Suffolk County Council, Inc., Boy Scouts of NAME ON FILE Thomas Murtaugh Sullivan Papain Block McGrath & Cannavo P.C. NAME ON FILE Sweeney Reich & Bolz, LLP Tolmage, Peskin, Harris & Falick THE CAPUCHIN FATHERS a/k/a THE U.S.A. Northeast Province of the Jesuit Fathers CAPUCHIN FATHERS PROVINCE OF ST. and Brothers, a/k/a U.S.A. Northeast Province MARY a/k/a CAPUCHIN FRANCISCAN NAME ON FILE PROVINCE OF ST. MARY a/k/a THE NAME ON FILE PROVINCE OF ST. MARY OF THE NAME ON FILE

NAME ON FILE

CAPUCHIN ORDER a/k/a THE PROVINCE

NAME ON FILE

Hurley McKenna & Mertz P.C.

Laura A. Ahearn, Esq. PLLC

NAME ON FILE

BROTHERS OF THE HOLY CROSS, a/d/b/a BROTHERS OF THE HOLY CROSS OF THE EASTERN PROVINCE OF THE UNITED STATES OF AMERICA, INC.

CATHOLIC HEALTH SERVICES OF LONG ISLAND

CITY OF NEW YORK, NEW YORK CITY ADMINISTRATION FOR CHILDREN'S SERVICES f/k/a BUREAU OF CHILD WELFARE

DIOCESE OF BROOKLYN a/k/a THE ROMAN CATHOLIC DIOCESE OF BROOKLYN, NEW YORK

Holy Family Church

Holy Family Diocesan High School Holy Family Roman Catholic Church

MARYHAVEN CENTER OF HOPE, INC. f/k/a

MARYHAVEN CENTER FOR CHILDREN Parish Of St. Agnes Cathedral Church And School PIUS XII YOUTH AND FAMILY SERVICES,

INC. a/d/b/a GOOD SHEPHERD SERVICES ROMAN CATHOLIC PARISH OF ST. AGNES

CATHEDRAL

ST. BARNABAS THE APOSTLE a/k/a BARNABAS APOSTLE

ST. BARNABAS THE APOSTLE CHURCH AND SCHOOL

St. Joseph's Parish Old Roman Catholic Church

ST. KILIAN PARISH SCHOOL

ST. MARTIN OF TOURS a/k/a ST. MARTIN'S

ST. PATRICK RC CHURCH OF SMITHTOWN, N.Y.

ST. PATRICK ROMAN CATHOLIC SCHOOL

ST. PATRICK'S a/k/a SAINT PATRICK ROMAN CATHOLIC CHURCH OF BAY SHORE a/k/a THE PARISH OF ST. PATRICK

St. Philip Neri Parish

THE DAUGHTERS OF WISDOM, INC.

Parties to Contracts with the Debtor

Adephi University ADP, LLC

Advanced Enterprise Technologies Inc.

Airwatch LLC

All Saints Regional School

Altice Business

American Eagle

American Express Travel Related Services

Company, Inc.

American Family Life Assurance Company of

New York (AFLAC New York)

American Messaging Services, LLC - Central Islip

Tower

American Messaging Services, LLC - Syosset

Tower

Archdiocese of New York

Assumption Blessed Virgin Mary RCC

At Home Aging, LTD.

Avaya Inc.

Baker Tilly Virchow Krause LLP.

Bank of America/Clover/Fiserv

Barracuda

Biddle Consulting Group, Inc.

Blackbaud, Inc.

Blessed Sacrament RCC

Boston Safe Deposit and Trust Company

Broadcom \ EC America Inc.

Burrelles Information Services, LLC.

By-Laws of Sacred Heart Institute, Inc.

Canon Solutions America, Inc.

Cardconnect

Cardmember Service

Carmela Mildred Dispigno

Cascade Water Services

Catholic Benefits Association

Catholic Cemeteries of the Roman Catholic

Diocese of Rockville Centre, Inc.

Catholic Faith Network f/n/a Telecare of the

Diocese of Rockville Centre, Inc.

Catholic Press Association of the Diocese of

Rockville Centre, Inc.

Cathonet LLC. a/k/a Right Networks

CDW

CDW Government LLC

Certilman Balin Adler & Hyman LLC

Church Of The Resurrection

CIGNA HEALTH AND LIFE INSURANCE

COMPANY

Citibank, N.A.

Claims Service Bureau of New York, Inc.

Clearwire Spectrum Holding III LLC.

Cogent Communications Inc.

Corpus Christi RCC

County Energy Controls, Inc.

County of Suffolk - Suffolk County Correctional

Facility

Crowe Hawath LLP

David Rost

Department of Education, Diocese of Rockville

Centre

Diocesan Services Inc.

Diocese of Rockville Centre Health & Welfare

Benefits Program

Diocese of Rockville Centre Health Care and Other Assistance Plan for Retired and Disabled

Diocesan Priests

Diocese of Rockville Centre Pension Plan

Diocese of Rockville Centre Qualified Retirement

Plan for Diocesan Priests

Docusign, Inc. Dominican Village

Earthlink Business LLC. Ecclesia Assurance Company

Elizabeth Lewis Emil A. Wcela

Empire Blue Cross Blue Shield

HealthChoice Assurance, Inc. dba Empire

BlueShield ("Empire") Estate of Richard Spanburgh

General Landscaping Emergency Snow Removal Geo Broadcast Solutions, LLC - Syosset Tower

Gerald J. Ryan Outreach Ctr.

Goldin Associates
Good Shepherd RCC
HireRight Solutions, Inc.
Holy Angels Regional School
Holy Family Regional School
Holy Name Of Mary RCC

Holy Spirit RCC Infiniti of Lynbrook

J.C. Broderick and Associates Inc.

Jackson Lewis, P.C. John J. Fitzgerald Jones Day

Joseph DiSpigno JP Chase

Karp Automotive

Liro Program and Construction Management, PE

P.C.

Long Island Home Mary Immaculate RCC

Mellon Trust of New England, N.A.

Mercer LLC

Merchant Pro Express

MetroPCS New York, LLC - Syosset Tower

Mission Assistance Corporation MORNEAU SHEPELL LIMITED

Most Holy Trinity RCC Mr. & Mrs. Richard Mazur

MUTUAL OF AMERICA

Nassau County Department of Human Health Nassau County Police - Syosset Tower

Nassau Health Care Corporation a/k/a NuHealth Nassu Health Care Corporation a/k/a NuHealth

National Catholic Service, LLC.

National Employee Assistance Providers, Inc.

Navex Global, Inc. Network Adjusters, Inc. Network Outsource Networtk Outsource

New Cingular Wireless PCS, LLC New York Cingular Wireless PCS, LLC New York SMSA Limited Partnership New York SMSA Limited Partnership d/b/a

Verizon

Nextel of New York, Inc. Norine D. Zwiebel

North Fork Parish Outreach

Northwell

NYU Langone Health

Omnipoint Facilities Network 2, LLC

OptumRX, Inc. Otterbourg

Our Lady Of Fatima RCC
Our Lady Of Grace RCC
Our Lady Of Loretto RCC
Our Lady of Lourdes
Our Lady Of Lourdes RCC
Our Lady Of Mercy RCC

Our Lady Of Miraculous Medal RCC Our Lady Of Ostrabrama RCC

Our Lady Of Peace RCC

Our Lady Of Perpetual Help RCC Our Lady Of Providence Regional Our Lady Of The Isle RCC

Our Lady Of The Snow RCC

Our Lady Of Wisdom Regional School
Our Lady Queen Of Martyrs RCC

Oxford Document Management Company, Inc. Oxford Document Management Company, Inc.

PayPal, Inc.

Pension Benefit Information, LLC ("PBI")

People's United Bank

Peter Chiari

Pitney Bowes Global Financial Services

Porter and Curtis, LLC. Proskauer Rose LLP

Queen Of Most Holy Rosary RCC Queen Of The Most Holy Rosary RCC Real Time Cloud Services d/b/a Ace Cloud

Hosting Reed Smith

Roman Catholic Diocese of Brooklyn

Sacred Heart Institute, Inc.

Sacred Heart RCC

Sacred Hearts Jesus & Mary RCC Sahn Ward Coschighano PLLC. Saints Cyril and Methodius Salvatore John Alaimo

SBC Systems Company, Inc.

Security Mutual Life Insurance Company of New

York

Send Word Now Signature Bank Sitrick Group, LLC.

SolarWinds

South Nassau Communiites Hospital

Sprint - Syosset Tower Sprint - Uniondale Tower Sprint Nextel - Syosset Tower

Sprint Spectrum Realty Company, LLC

Ss. Philip & James RCC

St. Agnes RCC St. Aidan RCC St. Aloysius RCC St. Andrew RCC

St. Anne RCC St. Anthony RCC

St. Anthony's High School

St. Boniface RCC

St. Brigid - Our Lady Of Hope Regional School

St. Catherine Of Sienna RCC St. Frances Cabrini RCC St. Francis De Sales RCC St. Francis Of Assisi RCC

St. Gertrude RCC

St. Hugh Of Lincoln RCC

St. Ignatius Roman Catholic Church

St. Isidore RCC

St. John Nepomucene RCC St. John Paul II Regional School St. John the Evangelist RCC

St. Joseph RCC

St. Joseph The Worker RCC

St. Ladislaus RCC

St. Lawrence the Martyr RCC St. Louis De Montfort RCC St. Margaret Of Scotland RCC

St. Mary RCC St. Patrick RCC

St. Paul The Apostle RCC

St. Rocco RCC

St. Sylvester RCC

St. Vincent De Paul RCC

Stericycle

Sterling Volunteers

Stripe Inc.

Surrogate's Court of the State of New York,

County of Suffolk

T Mobile Central Islip Tower

T Mobile Syosset Tower (Omnipoint)

T Mobile Uniondale Tower The Bank of New York Mellon

The Bank of New York Mellon for the Diocese of Rockville Centre Health care and Other Assistance

Plan for Retired and Disabled Priests

The Catholic Foundation of Long Island Inc.

The Diocese of Rockville Centre 403(b) Employee

Retirement Plan

The Law Offices of Kenneth R. Feinberg PC The National Catholic Bioethic Center

The Prudential Insurance Company Of America

Therese Montanile

ThyssenKrup Elevator Corporation

TMA @ Your Services, LLC doing business as

"Wellworks For You"

Tomorrow's Hope Foundation, Inc. Unitas Investment Fund, Inc.

U.S. Conference of Catholic Bishops USI Insurance Services LLC ("USI")

Valley Bank Vanguard Verizon Wireless

Verizon Wireless Central Islip Tower

Verizon Wireless Syosset Tower Verizon Wireless Uniondale Tower

VMWare WageWorks William J. Christie

WORXTIME, LLC, A GEORGIA LIMITED

LIABILITY COMPANY

Restructuring Professionals

Alvarez & Marsal North America, LLC

Cullen and Dykman LLP

Jones Day

Kramer Levin Naftalis & Frankel LLP

Reed Smith LLP Sitrick and Company

Epiq Bankruptcy Solutions LLC

Significant Vendors

Optumrx, Inc

Mutual of America Porter & Curtis LLC

The Prudential Insurance Co. of America

Catholic Charities

Seminary of the Immaculate Conception

The State Insurance Fund

Otterbourg P.C. ADP LLC

Goldin Associates, LLC Dominican Village

The Law Offices of Kenneth R Feinberg PC

Nixon Peabody LLP Gardiner & Theobald, Inc

The Catholic University of America

Network Outsource, Inc

New York State Catholic Conference Advance Enterprise Technologies Inc

Access Direct Systems, Inc The Long Island Catholic-DRVC Empire Health Choice HMO, Inc

CHLIC

Proskauer Rose LLP

Commissariat of the Holy Land Tomorrow's Hope Foundation St John Vianney Center

American Express

USI Insurance Services LLC

AJG Advisors, Inc. Changing Our World Inc

Actuarial & Technical Solutions Inc Baker Tilly Virchow Krause, LLP

Augustine Institute, Inc Sacred Heart Institute, Inc

Pontifical North American College

AFLAC NewYork LiRo Engineers, Inc Crowe LLP

Commissioner of Taxation & Finance

National EAP Inc

The Desmond Hotel and Conference Center

Catholic Leadership Institute
Network Adjusters Inc
Smith & Downey
Wellworks For You
Cardmember Services
Canon Financial Services, Inc
Official Offset Printing Corp

Philadelphia Indemnity Insurance Company

Philadelphia Insurance Companies J.C. Broderick & Associates, Inc ADP Screening & Selection Services Emmanuel Marianist Retreat House

WB Mason, Inc

Wright Risk Management Company LLC

New York State Insurance Fund

Murray Services, Inc Gerardo A Setosta Theological College Blackbaud, Inc.

Cathedral Seminary House of Formation

Imperial Bag & Paper Co., LLC

Startup Catholic

Thomas Patrick DeMaria

USCCB-Church in Central and Eastern Europe

USCCB-Church in Latin America Hi Tech Air Conditioning Services Inc National Catholic Services LLC Certilman Balin Adler & Hyman LLP Berkley Professional Liability Sahn Ward Coschignano, PLLC

Pitney Bowes Global Financial Services Inc

Gerald Tiu

Future Tech Enterprise, Inc

Worxtime LLC

Burnett Risk Control International, LLC

CDW Government, Inc Therese Montanile Postmaster-Hicksville Jackson Lewis P.C.

Delicious Moments Caterers JMT Consulting Group Rommel J Velarde Right Networks, LLC

Bryan Cave Leighton Paisner LLP Comptroller of the State of New York

Patrick F Adams P.C.

American Paper & Supply Company

Harris Beach, PLLC

Postmaster-Rockville Centre

Lynch & Lynch Didit DM, LLC Aging at Home, LTD

Morneau Shepell SBC Limited

Fellowship of Catholic University Students

Staples Business Advantage GBL Designs and Media

Abila, Inc. Lessings Inc

Frederick J. Chapey & Sons Funeral Home Inc. Faith Catholic Publishing & Communication

Borrelli's

Hire Right, LLC Raymour and Flanagan WageWorks, Inc

Mulholland Minion Davey McNiff & Beyrer

Printcorp, Inc

Traditional Air Conditioning, Inc.

DRVC-COA R&M Engineering Vincentian House

Weigand Bros, Inc

JW Marriott Indianapolis

Exxon Mobil Corporation, d/b/a/Exxonmobil

Department of Homeland Security

Nat'l Federation for Catholic Youth Ministry

Epiq eDiscovery Solutions

Robert Stack

Avaya Inc

Thyssenkrupp Elevator Corporation Bayouland Computer Solutions, LLC

SL Security Solutions, LLC Sensory Lighting & Sound, Inc

Zaldy S. Galolo KJP Associates, Inc

Quality Express Coffee Service

Fredrick J Chapey & Sons Funeral Home Inc

Americaneagle.com New York, Inc

Macken Mortuary, Inc

Lilium Creative Solutions, LLC Johnson Controls Fire Protection, LP

Moloney's Hauppauge Funeral Homes, Inc

Westbury Travel Corp. Navex Global, Inc. Federal Express Corp Milleridge Ventures Inc

Kia Motors Finance

St. John's University

Lloyd Staffing, Inc

Moloney's Lake Funeral Home LLC

Country House Media

Vernon C. Wagner Funeral Home

Mark Conrad B. Raroque

Google LLC

Digital Graphic Imagery Corp

Gennaro Jewelers

Catholic Cemeteries of DRVC, Inc Massapequa Funeral Home, Inc

Howard-Quattlebaum Funeral, Cremation & Event

Center

Windstream

The National Catholic Bioethics Center

Pitney Bowes

NYS-Division of Homeland Security &

Emergency Services

Meltwater News US Inc

Gregory Shemitz

Iron Mountain Information Management, Inc

County Energy Controls, Inc Noce Funeral Home Inc Vianney Vocations LLC

William J Berglund

DeFriest-Grattan Funeral Homes, Inc.

Corporate Risk Solutions, LLC

Lindenhurst Funeral Home, Inc

King Kullen Grocery Co, Inc.

Daniel J Edelman, Inc.

Infiniti Financial Services

United Parcel Service

NCDVD Sir Speedy

Home Depot Credit Services

Custom Awards Ltd

VVF Solutions, Inc

Jose A Santos, MD

Nationwide Power Solutions, Inc.

Significant Utility Providers

Cablevision Lightpath, Inc

Cogent Communications Inc

National Grid

Optimum

Verizon

Verizon Wireless

Village of Rockville Centre, Inc.

Windstream, formerly Earthlink Business

Taxing Authorities

Town of Brookhaven, Suffolk County, New York

Town of Islip, Suffolk County, New York

United States Treasury

Bankruptcy Judges for the Southern District of New York (including visiting Judges)

Cecelia G. Morris (Chief Judge)

James L. Garrity Jr.

Martin Glenn

Mary Kay Vyskocil

Michael E. Wiles

Robert D. Drain

Robert E. Grossman

Sean H. Lane

Shelley C. Chapman

Stuart M. Bernstein

Attorneys for the United States Trustee's office for the Southern District of New York

Alaba Ogunleye

Alicia Leonhard

Andrea B. Schwartz

Andy Velez-Rivera Benjamin J. Higgins Brian S. Masumoto Cheuk M. Ng Christine Black Danny A. Choy Ercilia A. Mendoza Greg M. Zipes Guy A. Van Baalen Ilusion Rodriquez Joseph Allen Kathleen Schmitt Linda A. Riffkin Lisa Penpraze Madeline Vescovacci Maria Catapano Mary V. Moroney Nadkarni Joseph Paul K. Schwartzberg Richard C. Morrissey Serene Nakano Shannon Scott

Surety / Letters of Credit

JP Chase

Susan Arbeit Sylvester Sharp Victor Abriano William K. Harrington

Old Republic Insurance Company

Schedule 2

Client Match List

AVAYA INC

STRONGHOLD INSURANCE CO LTD